

A resolution to amend the Council FY23 grant allocations

WHEREAS, the FY 23 Operating Budget included \$3.25 million in funding for the Council's Grants Program with an equal apportionment to the 13 members in the amount of \$250,000; and

WHEREAS, the Memphis City Council reviewed the applications and allowed presentations by prospective organizations wherein members were able to select individual grant award amounts to the organizations that successfully completed the application process; and

WHEREAS, members of the Council were afforded the opportunity to designate their full FY 23 \$250,000 allotment during the passage of the budget or to hold a portion of their allotment in abeyance with further consideration and distribution of their remaining funds to be decided by resolution at a later date; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS CITY COUNCIL that the following request for disbursement(s) of remaining funds be approved as follows:

ORGANIZATION NAME	AMOUNT
Beyond Educating Foundation	\$5,000
TOTAL	\$5,000

Sponsor:
Edmund Ford, Sr.



Memphis City Council FY23 Budget Request Presentation

Beyond Educating Foundation
Keauna Cheers, President

Mission Statement

Beyond Educating Foundation is a 501(c)3 organization that desires to enhance the academic experience by helping to enrich learning, cultivate understanding, expand perspectives, and develop a global vision for children, families and communities. We want communities and businesses to take an in-depth look at the issues, problems, and concerns facing the world: environment, human rights, economy, government, culture, current events, geography, plus scientific and technological advances and discoveries.

Organization Information

- Organization Founded in August 2018
- 501 c (3) organization since June 2019
- Our organization has never received funding from the City of Memphis
- Keauna Cheers, Executive Director
- cheers@beyondeducating.org/888-217-9797
- 3890 Milbranch Rd Memphis, Tn 38116
- Edmund Ford, Sr.-Council Representative
- Located in District ____6____ and Super District ____6____
- Number of Citizens served ____20,000+____

Funding Amount Requested

Budget	Annual Expenses	City of Memphis
Core Programming(Training, office hours)	\$167,500	
Planning and Administration(Internal Communications, Prep work done on behalf of all programs)	\$127,189	
Overhead and Logistics(Consumables, Equipment, Facilities Mgmt, Inventory Mgmt, wear & tear)	\$53,100	
Technology Support/Video/Photography	\$25,000	
Events and Community Engagement	\$182,500	40,000
Food & Beverage (Standard Weekly Meal Provision)	\$25,500	
Archer Malmo(Design, Marketing, Comm, PR, Training, Event Production)	\$20,000	
Recruitment of Resources & Partnerships	\$73,310	
Co-Working Space and Facilities	\$11,500	
Grants/Incentives	\$13,500	
Internships	\$37,500	
Ad-hoc Speakers & Programs (Travel, fees, etc.)	\$35,210	
Curriculum Development/Packaging	\$131,000	10,000
Total	\$1,093,309	50,000

The Problem

- Public needs that will be addressed/have been addressed/continue to be addressed by Beyond Educating Foundation: Crime and Drug Prevention, Youth Empowerment, Economic Development, and Poverty
- History of Community Involvement
 - SMA Food, Water and Household Giveaway
 - Lounging in the Park a Community Concert @ Levitt Shell
 - South Memphis/Soulsville/Jesse Turner Park- Sunday Dinners in the Park
 - Cummings Student, Faculty and Family Holiday Giveaway
 - Provided over 5,000 sanitizer and mask kits to the Police Department, Sheriff Department, Memphis Shelby County Schools, Desoto County Schools
 - Pepper Tree Coat and Food Give-away
 - Over 20 direct interventions by volunteers (interpersonal conflicts)
 - Giving Back and Gaining Knowledge: A Community Collaboration
 - Juneteenth Community Fair
 - Community Harvest Festival
 - Back to School Giveaways: Clothing, Undergarments, Accessories, School Supplies, Home Items, Shoes, etc
 - See more events and activities at <https://www.beyondeducating.org/events-and-announcements.html>

The Solution

- Mentorship and relationship-building with individuals and groups at highest risk for gun violence, such as ex-offenders, gang members, drug sellers, abandoned children, victims or perpetrators of bullying, children habitually delinquent from school, etc.
- Pepper Tree Apartments
- New Horizon
- College Park Community
- Change Agents are direct mentors for the participants
 - Training others on conflict interventions strategies.
- Over 20 direct interventions by volunteers (interpersonal conflicts)
- Conflict Resolution Trainings
 - Increasing awareness and knowledge of gun crime and other factors that contribute to gun crime, such as drugs, gangs, conflict, adverse childhood experiences (ACES), etc.
- conversations discussing violence with an emphasis on gun violence with residents of Memphis and Shelby County
- South Memphis Community Outreach: Food, Water and Household Items Giveaway
- South Memphis/Soulsville/Jesse Turner Park- Sunday Dinners in the Park
- College Park Community Survey and Conversations
 - Achievement of positive outcomes from work done in a community setting.

<https://www.fox13memphis.com/news/local/artists-organization-hosts-conflict-resolution-training-event/DVGyJ75LSFGZJBMQB5ATXAIMW4/>

<https://www.localmemphis.com/article/news/local/nonprofits-team-up-to-ease-holidays-forfamilies-of-cummings-elementary-students-months-after-shooting-giveaway-gifts/522-6fef296-7d36-4b41-b60d-dc2ec25b34b9>

The Solution

- Collaboration with other organizations to reach common goals.
 - Memphis Artist for Change
 - Coalition of Concerned Citizens
 - Abyssinian Baptist Church
 - Official Black Lives Matter Memphis
 - F.F.U.N.
 - Thorough knowledge of the urban, inner city cultures
 - South Memphis Community
 - New Chicago/Hollywood Community
 - Douglas Community
 - Whitehaven Community
 - Non-punitive approach to violence prevention and economic improvements
 - College Park Community Survey and Conversations
 - Listening Session: South Memphis Conversations
 - Developing a Growth Mindset with S.T.E.A.M.
 - Over 20 direct interventions by volunteers (interpersonal conflicts)
 - Alignment of strategies with a public health approach (addressing violence similar to controlling the spread of disease)
 - Citywide Hand Sanitizer Distribution: Shelby County Police Department, Memphis Shelby County Schools Board of Education, Shelby County Sheriff Department, Desoto County School Board of Education
 - +5k masks and hand; sanitizer kits
 - Shelby County Health Department partnership Developing a Growth Mindset with S.T.E.A.M.

Quantitative Goals

- Number of volunteer/administrative hours invested: at least 50 hours weekly
- Number of citizens served: over 20,000
- Amount of capital raised: \$25,000 since 2018 (\$250K - \$1.3M is needed annually)
- Number of support resources deployed:
 - Trauma-informed socio-emotional wellness development
 - Socio-emotional awareness
 - Conflict mediation
 - Conflict resolution
 - Emotional awareness and coping (i.e. Cognitive behavioral therapeutic interventions)
 - Workforce Development Training and Skills
 - Job Search/Soft Skills Enhancement and Training
 - Job Readiness Skills Educational assistance (books, uniforms, needed items for school)
 - Educational Services: Afterschool Program, Summer Camp Program, S.T.E.A.M. Based Curriculum
 - Case Manager to connect and monitor referrals to other programs (American Job Center, TCAT, Exel Center, or other service providers, such as clothing, undergarments, shoes, and household item)
 - Steering Committee: Members from the community (neighborhood associations, concerned citizens, youth groups, etc.),Members of the community who are directly impacted by violence
 - Please include any other statistics about programming

We propose to serve more than 500 constituents who are directly and/or indirectly impacted by gun violence, poverty, mental anguish along with their ecosystems. Of the 500, 100 individuals will be direct or indirect victims or perpetrators of gun violence and 100 youth consistently enrolled in our afterschool program and summer program that will boost their moral and development.



Memphis City Council Budget Request Presentation FY23

**Modern Distinctive Ladies, Inc.
Dr. Tavis Wade-Jones, Executive Director**

MDL INC'S Mission Statement

Our mission is to inspire & empower young girls to succeed in school, avoid teen pregnancy and use their personal power to achieve their goals and dreams. MDL Inc., supports this mission guiding young ladies to make wise choices as they navigate the unique pressures of a teenager.

Organization Information

- Organization Founded in 1988
- 501 c (3) organization since 2011
- Please indicate all years of prior City of Memphis Funding- 0
- Representative Name- Dr. Tavis Wade-Jones
- Representative Email and Phone Number Tjones@mdlinc.org 702-785-8157
- Organization Email and Phone Number info@mdlinc.org 901-878-5635
- Organization Mailing Address P.O. Box 18160, Memphis, TN. 38181
- Located in District 4 and Super District 8
- Number of Citizens served more than 10,000

Funding Amount Requested 26,000

Budget	Annual Expenses	City Council
Co Working/Facilities	\$ 8,000.00	2,000
Food & Beverage	\$ 6,000.00	1,000
Insurance	\$ 2,000	
Equipment	\$	2,000
Director	\$ 15,500	3,000
Grants & Incentives	\$ 6,000.00	3,000
Marketing & Promotion	\$ 5,000.00	2,000
Special Events	\$ 20,000	3,000
Office Supplies	\$ 1,500.00	
Scholarships	\$ 5,000.00	3,000
Gifts & Service	\$ 6,000.00	1,000
Office Supplies/Office Rent/ Utilities	\$ 5,000.00	1,500
Telephone/Web/Internet	\$ 1,100.00	
Scholarship Dinner	\$ 2,500.00	1,500
Dues & Subscriptions	\$ 2,000.00	1,000
Technical Support/Videography, Photography	\$ 3,000.00	1,000
Ad-Host-Speakers-Presenters	\$ 2,000.00	500
Project Manager	\$ 3,000.00	1,500
Total	\$92,600.00	26,000

The Opportunity- YOUTH Empowerment

- Every day, Tennessee teens are rushed into adulthood before they are prepared because of an un-planned pregnancy or health complications resulting from a sexually transmitted infection or HIV. Over 2,000 teens get pregnant every day! That's nearly 750, 000 teens a year. This affects girls from ALL backgrounds and impacts EVERY community. Here is why this matters:
- Teenage pregnancy and parenthood have unfortunate consequences for society, teenage mothers, and the children born to them.
- Teen mothers frequently do not complete high school, have poor earnings, and have increased dependency on the welfare system.
- A child born to a teen mother is more likely to have a low birth weight and health problems, suffer abuse, live in an inferior home environment, be poor, and be less likely to succeed in school.
- Moreover, a child born to a teen is more likely to become a teenage parent.
- Research shows that four risk factors consistently predict teen pregnancy: **poverty, early school failure, early behavior problems, and family problems and dysfunction.** Risk factors for teen pregnancy are common to other problem youth behavior, such as delinquency and substance abuse. Research has also identified several factors that can help protect against teen pregnancy, including positive relationships with parents and positive connections to a school community.
- Modern Distinctive Ladies, Incorporated has spent the past 34 years improving education, health and wellness for young ladies in the Memphis community. To reduce sexual risk behaviors and related health problems among youth, MDL Inc. helps teen girls adopt lifelong attitudes and behaviors that support their health and well-being—including behaviors that reduce their risk for HIV, other STDs, and unintended pregnancy.

The Solution

1. MDL Inc., has grown to develop a deep connection to the communities we serve and a deep understanding of the many constituencies that can affect the success of our efforts by: Informing, Consulting, Involving, Collaborating & Empowering.

In 2012, MDL INC., launched an initiative in partnership with The University of Tennessee Health Science Center, Church of Christ at Whitestation & Greater Memphis Pentecostal Assembly. Working within the organization's framework, and as of today we have surveyed more than 5,000 young ladies in the 6th through 12th grades about the root causes of personal and academic success—factors such as social and emotional skills, relationships, and family support. MDL Inc., then convened community leaders and residents from two neighborhoods to discuss the survey data and to create a set of shared priorities. A diverse group of city, state, and neighborhood leaders helped oversee that process.

Currently, through our community partnership, our initiative to reduce teen pregnancy by 20 percent in three years. (Shelby County also once had the highest teen pregnancy rate in the state.) Lessons from that initiative left our partners with a commitment to deep and inclusive community engagement. Those who oversaw the initiative began with a two-year planning process that involved convening more than 50 community leaders from all parts of the city.

Quantitative Goals

- **Number of volunteer/administrative hours invested: 20,000+**
- **Number of citizens served: 10,000+**
- **Amount of capital raised: 200,000**

MDL Inc offers a totally distinct, custom curriculum that focuses on helping young ladies build leadership skills like self-reflection, critical thinking, sound decision making, goal setting, clear communication and personal accountability. As a result, MDL Inc. develop a true sense of their personal power and potential and their outcomes are astronomical!

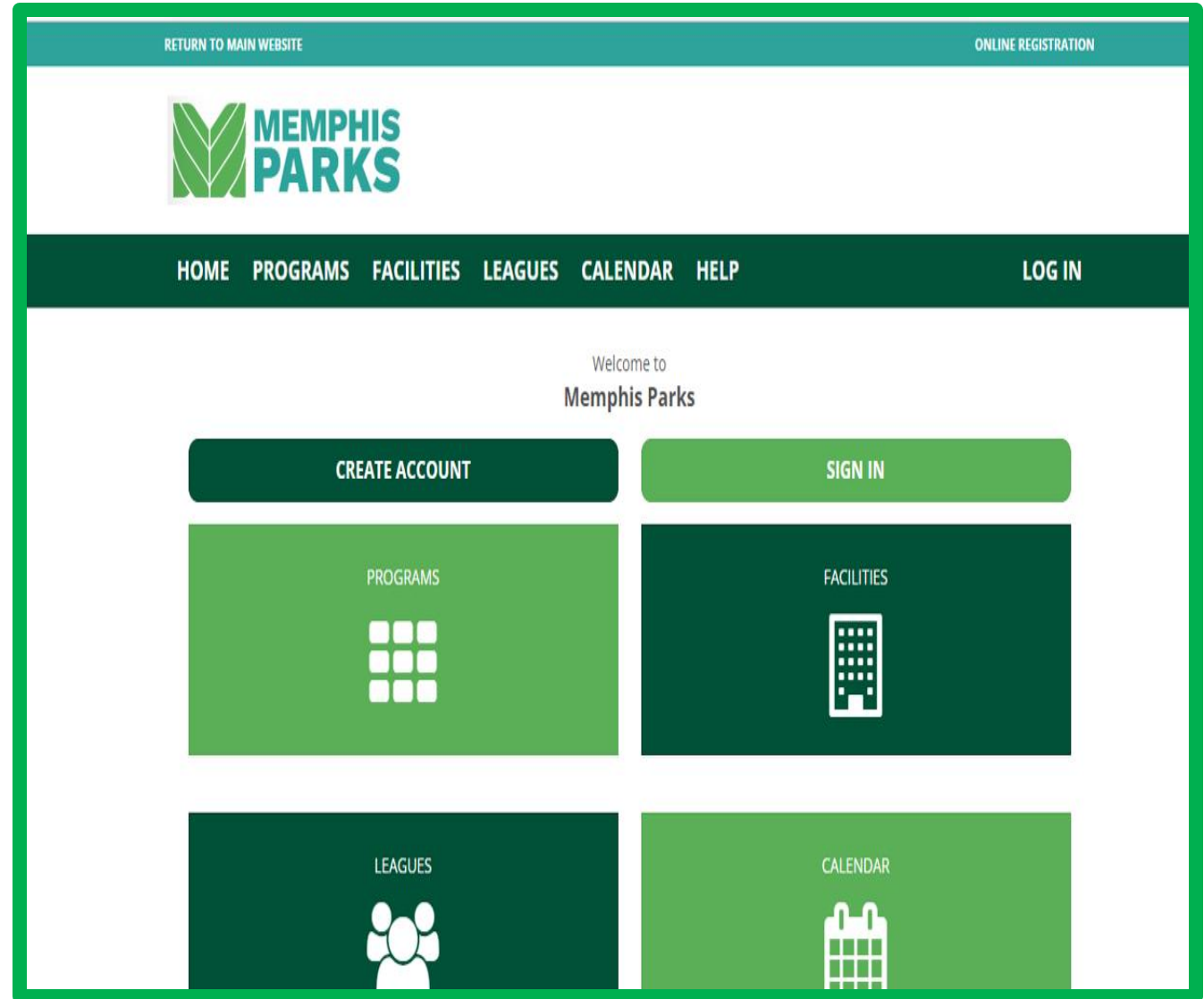
- **100% of MDL's 1988-2021 active high school seniors graduated from high school.**
- **100% of 1988-2021 active high school graduates were accepted to at least one college.**
- **100% of all MDL's active girls avoided teen pregnancy in 1988-2021.**



Summer 2022 Update

Rec Desk

- 2,058 registered household memberships
- Registered participants
 - Spring Break Camp
 - Painting in the Park
 - Summer Camp
 - Adult Softball
- All programs
 - September 1st



ATHLETICS

Youth Programs:

- 6 youth baseball clinics (279)
- 9 youth baseball teams (870)
 - ❖ 5-team T-ball league
 - ❖ Team coach pitch league
- 74 Youth soccer clinics (649)

Soccer for Success partnership conducted weekly at:

- ❖ Bert Ferguson
- ❖ McFarland
- ❖ Douglass
- ❖ Gaisman

Adult programs:

- 6 adult baseball teams (1,944)
- 30 adult kickball teams (3,960)

Currently registering for Adult Softball in Rec Desk



AQUATICS

- Activities
 - 1,700 youth utilized pools
 - Daily walkup
 - Swim time at summer camp
 - Swim lesson
 - 145 youth
 - 45 adult
 - Water aerobics
 - Hickory Hill
 - 100 students at Bickford Pool
 - Partnership KIPP School
- \$12,750 US Swimming grant
- Swim lessons
 - 3 indoor pools
(Bickford, Hickory Hill, and Orange Mound)



Community Centers

- Served a total of 378,000 citizens in FY22
- Spring Break Camp
 - Rec Desk pilot program
 - 244 campers
- Summer of Motown
 - 1,700 campers
- Ultimate Game Day
 - All 22 Summer camp sites
 - Tiger Lane at Liberty Park
- Back to School
 - 3,000 backpacks w/ school supplies and literacy program books





Whitehaven Mural Ribbon Cutting



6th Annual Summer Camp Spelling Bee



Liberty for All



Ja w/ Teen Camp @ Halle



Summer Camp Closing Show



Gooch Pool Mural Ribbon Cutting

Golf

- Total golf rounds: 136,098
- Total junior rounds: 5,400
 - Memphians 18-and-under pay no greens fees
- Total revenue: \$3,544,718.04
- Re-opening
 - Overton Park Junior Open: 144 players
 - Overton Park first day of play: 155 players
 - Groundbreaking - Fox Meadows

FY 2022 4th QTR Revenue								
	Audubon	Fox Meadows	Galloway	OP9	Pine Hill	Riverside	Whitehaven	Totals
	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022
April	\$77,900	\$68,378	\$140,247	\$0	\$0	\$9,289	\$31,681	\$327,494.14
May	\$103,494	\$48,207	\$188,491	\$0	\$0	\$11,465	\$32,546	\$384,203.13
June	\$117,089	\$12,726	\$181,941	\$4,796	\$0	\$12,435	\$26,386	\$355,372.46
QTR Total	\$298,483	\$129,311	\$510,679	\$4,796	\$0	\$33,189	\$90,612	\$1,067,070

FY 2022 4th QTR Rounds Played								
	Audubon	Fox Meadows	Galloway	OP9	Pine Hill	Riverside	Whitehaven	Totals
	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022
April	3,109	2,488	4,440	0		596	1,598	12,231
May	4,020	1,858	6,045	0		664	1,728	14,315
June	4,549	446	5,939	538		699	2,187	14,358
QTR Total	11,678	4,792	16,424	538	0	1,959	5,513	40,904





PLAY YOUR PARK

City of Memphis Parks

MOVIES in the PARK
Sing 2
Saturday, May 28, 2022
FREE GIVEAWAYS

DAVID CARNES PARK
WHITEHAVEN LANE @
AUBURN RD.

MEMPHIS PARKS + **SHELBY COUNTY DIVISION OF COMMUNITY SERVICES**

4:30 P.M.

Utility, Rent & Mortgage Assistance from Shelby County Community Services Agency

COVID-19 Testing & Vaccinations
Blood Pressure Checks
Diabetes Prevention

Various community agencies will be on hand to provide services and support to families in attendance.



STARGAZING IN THE PARK

MAY 13
7:30 - 9:30 PM

Join us under the night sky to take a trip into Outer Space. Instructors will guide you with telescopes. Giveaways and unique experience included.

Subject to cancellation based on cloudy weather. Email your questions or concerns: lindsey.wilson@memphistn.gov

Partnering with Memphis Astronomical Society (M.A.S.).

GERMANSHIRE PARK
G'TOWN RD AT GERMANSHIRE RD | MEMPHIS, TN 38125

MEMPHIS PARKS **City of MEMPHIS** **PLAY YOUR PARK**

PLAY YOUR PARK

MONDAY - THURSDAY | 9 AM - 2 PM

Play Your Park offers kids and teens a chance to get outside during the summer at City of Memphis parks. Just show up and sign-in for games and activities, such as dodgeball, relay races, flag football, and much more. Lunch is provided.

JUNE 6 - 17
BINGHAMPTON - 2606 EVERETT AVE.
DOUGLASS - 1616 ASH ST.
GOOCH - 1974 HUNTER AVE.
PICKETT PARK - 2555 ST. ELMO AVE.
WINRIDGE - RIDGEWAY RD. @ VILLAGE GROVE RD.

JUNE 20 - JULY 1
DAVIS - 3371 SPOTSWOOD AVE.
HOLLYWOOD - 1560 N HOLLYWOOD ST.
MCFARLAND - 4955 COTTONWOOD
SOUTHSIDE - 612 S. PKWY E.
BERT FERGUSON - 8505 TRINITY RD.

JULY 5 - 15
RALEIGH-BARTLETT MEADOWS - 5195 TWIN WOODS AVE.
CHARJEAN - 2601 KETCHUM RD.
CARNES - 902 WHITEHAVEN LN.
CHARLES POWELL - 810 WESTERN PARK DR.
GERMANSHIRE - G'TOWN RD @ GERMANSHIRE RD.

JULY 18 - 28
FLETCHER CREEK - 8743 DEXTER RD.
ORANGE MOUND - 2430 CARNES AVE.
HARRY C. PIEROTTI - 3678 POWER RD.
WILSON - 2969 CLARK RD.
PERBODY - 712 TRINGLEWOOD ST.

AGES 5-15

MEMPHIS PARKS **City of MEMPHIS**

Family FUN Fridays

KICK OFF YOUR WEEKENDS WITH ALL-NIGHT ENTERTAINMENT

EVERY **Friday OF Summer**
6 - 10 PM

June 17 | Hickory Hill Community Center*
June 24 | Davis Community Center
July 1 | Ed Rice Community Center*
July 8 | Lester Community Center*
July 15 | Raleigh Community Center*
July 22 | Ed Rice Community Center*

Featuring

3 vs. 3 Basketball Tournament (Ages 16-25)
Open swim* | DJs | Food trucks | Video games
Games | Bounce houses | Arts & crafts

*Adjacent Pool

City of MEMPHIS **PLAY YOUR PARK** **MEMPHIS PARKS**

More than 5,000 youth served in FY22



Senior Services

- **Service Provided**
 - 16,480 Seniors and individuals with adaptive needs in FY22
 - Meal programs provide hot meals to approximately 150 seniors a week
- **Engaging Seniors**
 - Line dancing
 - Aerobics
 - Friday Night Dances
 - Senior Prom
 - Senior Travel Club
 - Senior Olympics





Birthday Celebration



Boll Weevil Visit



Raymond Skinner Center

3,402 Citizens Served FY 2022



Dixon Gallery Art Class



Friday Night Dance



Capital Improvements (\$1.2 Million)

- **Facility Improvements**

- AstroTurf 3D3 turf system with Brock safety pad
- Replace outdated IT equipment
- Restriping the parking lot
- Pressure washed stadium
- Cleaned all exterior windows
- Replaced carpet in North End-zone





Gaisman CC

- Phase 1 of sidewalk construction has been completed
- Phase 1 of soccer field lighting has been completed

Gaston CC

- New windows are being installed

The Links @ Audobon

- Construction is scheduled to begin November 1st

The Links @Pinehill

- Sprigging is complete
- Decking, hand rail installation, and bridge installation is complete

Riverview CC

- Construction scheduled to begin September 15th

Whitehaven Multipurpose Room

- Construction scheduled to begin at the end of September

G A I S M A N

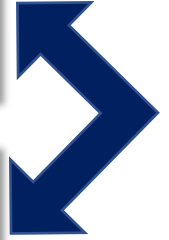


**Walking Trail
& Ball Field**



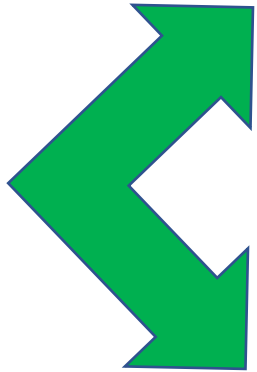
**Gym Windows
& Floor**

G A S T O N



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Golf Course

Splashpad

The Little Red Schoolhouse

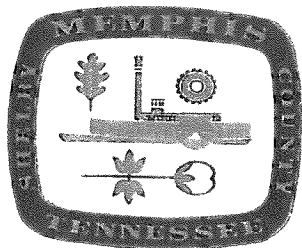
- Quote from Aztec House Movers
 - \$22,500
 - This includes the cost of moving the structure from Avery to the parking lot at MoSH, as well as moving it to its final location once the site has been prepared.
- Approved by Chief McGowen and Director Cash (HCD)
 - We are currently working to obtain emergency approval of the design services proposal



Questions



Memphis City Council Summary Sheet Template 8-28-12



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution to Allocate and Appropriate \$1,000,000.00 in Architecture/ Engineering and \$3,000,000.00 in Contract Construction from FY23 PK01036 Lester Community Center Replacement, Architecture/Engineering and Contract Construction.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis Parks

3. State whether this is a change to an existing ordinance or resolution, if applicable.

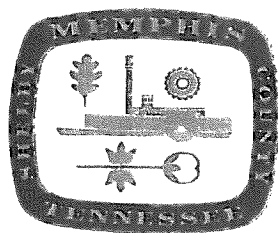
(Not Applicable)

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This will require a construction contract and an A/E contract.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This will require an expenditure of \$4,000,000.00



Resolution to Allocate and Appropriate funds for the Lester Community Center Replacement PK01036

WHEREAS, the Council of the City of Memphis did include Lester Community Center Replacement, CIP Project Number PK01036, as part of the Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, the Council of the City of Memphis did provide an allocation of \$4,000,000.00 in Fiscal Year 2023 CIP Project Number PK01036, Lester Community Center Replacement, Architecture/Engineering and Contract Construction, as part of the Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, the Administration requests that Council to approve the Allocation and Appropriation of \$1,000,000.00 in Architecture/Engineering and \$3,000,000.00 in Contract Construction in Fiscal Year 2023 CIP Project Number PK01036, Lester Community Center Replacement, to fund the design and partial construction of the new Lester Community Center.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the Allocation and Appropriation of \$1,000,000.00 in Architecture/Engineering and \$3,000,000.00 in Contract Construction from Fiscal Year 2023 CIP Project Number PK01036, Lester Community Center Replacement, Architecture/Engineering and Contract Construction, funded by G.O. Bonds General, chargeable to the Fiscal Year 2023 Capital Improvement Budget; with said appropriations being credited as follows:

Project Title:	Lester Community Center
Project Number:	PK01036
Amount:	\$4,000,000.00 A/E- Contract Construction

CITY OF MEMPHIS, TENNESSEE

FY 2023 CIP Budget Allocation

Division Memphis ParksCIP PROJECT NO. PK01036Public Use ProjectsPROJECT NAME Lester Community Center ReplacementTOTAL ESTIMATED PROJECT COST: \$ 4,000,000.00
DATE OF THIS DECLARATION August 2, 2022

The purpose of this questionnaire is to determine the tax status of projects to be financed with the proceeds of City of Memphis General Obligation Bonds and Bond Anticipation Notes based on the public or private use associated with those projects. The questions below relate to the project referenced above.

1. Narrative Project Description:

Description of project.

This project provides A/E and construction funds for the Lester Community Center Replacement.

2(a). Project Status

	Planning Stage	Construction Stage	Completed Project
Check appropriate box	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(b). Project estimated completion date: December 2024

3. Intended Use of the Project:

For use of the general public.

4. Intended Users of the Project:

	City Public Use	Other Gov't Public Use	Private Entity*
Check appropriate box	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Completed this 8th day of August 2022.

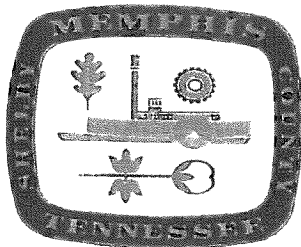
NAME

Deputy
Director, Memphis Parks

TITLE

*If Private Use, please complete separate form

Memphis City Council Summary Sheet Template 8-28-12



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution to Allocate and Appropriate \$750,000.00 from FY23 PK03004 Tennis Major Maintenance, Architecture/Engineering and Contract Construction.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis Parks

3. State whether this is a change to an existing ordinance or resolution, if applicable.

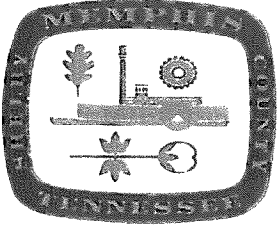
(Not Applicable)

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This will require a construction contract.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This will require an expenditure of \$750,000.00



***Resolution to Allocate and Appropriates funds for Tennis
Major Maintenance PK03004***

WHEREAS, the Council of the City of Memphis did include Tennis Major Maintenance CIP Project Number PK03004, as part of the Fiscal Year 2023 Capital Improvements Budget; and

WHEREAS, the Council of the City of Memphis did provide an allocation of \$750,000.00 in Fiscal Year 2023 CIP Project Number PK03004, Tennis Major Maintenance, Contract Construction, as part of the Fiscal Year 2023 Capital Improvements Budget; and

WHEREAS, the Administration requests that Council to approve the Allocation and Appropriation of \$750,000.00 in Architecture/Engineering and Contract Construction in Fiscal Year 2023 CIP Project Number PK03004, Tennis Major Maintenance, to complete major maintenance at courts in Gaisman and Glenview Parks.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the Allocation and Appropriation of \$750,000.00 from Fiscal Year 2023 CIP Project Number PK03004, Tennis Major Maintenance, Architecture/Engineering and Contract Construction, funded by G.O. Bonds General, chargeable to the Fiscal Year 2023 Capital Improvement Budget; with said appropriations being credited as follows:

Project Title:	Tennis Major Maintenance
Project Number:	PK03004
Amount:	\$750,000.00

CITY OF MEMPHIS, TENNESSEE

FY 2023 CIP Budget Allocation

Division Memphis ParksCIP PROJECT NO. PK03004Public Use ProjectsPROJECT NAME Tennis Major MaintenanceTOTAL ESTIMATED PROJECT COST: \$ 750,000.00DATE OF THIS DECLARATION August 2, 2022

The purpose of this questionnaire is to determine the tax status of projects to be financed with the proceeds of City of Memphis General Obligation Bonds and Bond Anticipation Notes based on the public or private use associated with those projects. The questions below relate to the project referenced above.

1. Narrative Project Description:

Description of project.

This project provides construction funds for tennis major maintenance at courts at Gaisman and Glenview Parks

2(a). Project Status

Planning
StageConstruction
StageCompleted
Project

Check appropriate box

☐☒☐(b). Project estimated completion date: April 2023

3. Intended Use of the Project:

For use of the general public.4. Intended Users of the Project:City
Public UseOther Gov't
Public Use

Private Entity*

Check appropriate box

☒☐☐Completed this 8th day of August 2022.

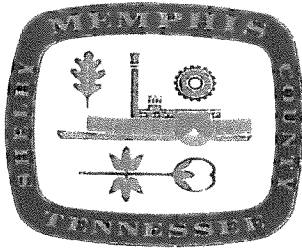
NAME

Director, Memphis Parks

TITLE

*If Private Use, please complete separate form

Memphis City Council Summary Sheet Template 8-28-12



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution to Allocate and Appropriate \$1,200,000.00, Contract Construction from FY23, CIP Project Number PK04018 Douglass Park Splash Pad.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis Parks

3. State whether this is a change to an existing ordinance or resolution, if applicable.

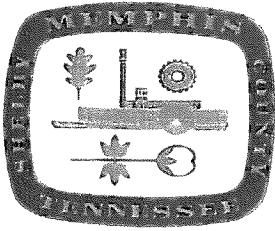
(Not Applicable)

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This will require a construction contract and an A/E contract.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This will require an expenditure of \$1,200,000.00



Resolution to Allocate and Appropriate funds for Douglass Park Splash Pad PK04018

WHEREAS, the Council of the City of Memphis did include Douglass Park Splash Pad, CIP Project Number PK04018, as part of the Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, the Council of the City of Memphis did provide an allocation of \$1,200,000.00 in Fiscal Year 2023 CIP Project Number PK04018, Douglass Park Splash Pad, Contract Construction, as part of the Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, the Administration requests that Council to approve the Allocation and Appropriation of \$1,200,000.00 in Contract Construction in Fiscal Year 2023 CIP Project Number PK04018, Douglass Park Splash Pad, to fund the design and construction of the new park amenity;

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the Allocation and Appropriation of \$1,200,000.00 in Contract Construction from Fiscal Year 2023 CIP Project Number PK04018, Douglass Park Splash Pad, Contract Construction, funded by an Operating Transfer-In, chargeable to the Fiscal Year 2023 Capital Improvement Budget; with said appropriations being credited as follows:

Project Title:	Douglass Park Splash Pad
Project Number:	PK04018
Amount:	\$1,200,000.00 Contract Construction

CITY OF MEMPHIS, TENNESSEE

FY 2023 CIP Budget Allocation

Division Memphis Parks

CIP PROJECT NO. PK04018

Public Use Projects

PROJECT NAME Douglass Park Splash Pad

TOTAL ESTIMATED PROJECT COST: \$ 1,200,000.00
DATE OF THIS DECLARATION August 2, 2022

The purpose of this questionnaire is to determine the tax status of projects to be financed with the proceeds of City of Memphis General Obligation Bonds and Bond Anticipation Notes based on the public or private use associated with those projects. The questions below relate to the project referenced above.

1. Narrative Project Description:

Description of project.

This project provides construction funds for the Douglass Park Splash Pad

2(a). Project Status

Planning
Stage

Construction
Stage

Completed
Project

Check appropriate box

☐☒☐

(b). Project estimated completion date: June 2024

3. Intended Use of the Project:

For use of the general public.

4. Intended Users of the Project:

City
Public Use

Other Gov't
Public Use

Private Entity*

Check appropriate box

☒☐☐

Completed this 8th day of August 2022.

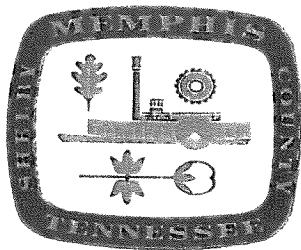
NAME

Deputy
Director, Memphis Parks

TITLE

*If Private Use, please complete separate form

Memphis City Council Summary Sheet Template 8-28-12



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution to Allocate and Appropriate \$4,000,000.00 Contract Construction from FY23
PK06018 Audubon Golf Course Redesign, Contract Construction.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis Parks

3. State whether this is a change to an existing ordinance or resolution, if applicable.

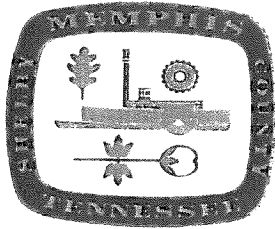
(Not Applicable)

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This will require a construction contract and an A/E contract.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This will require an expenditure of \$4,000,000.00



Resolution to Allocate and Appropriate funds for Audubon Golf Course Redesign and Construction PK06018

WHEREAS, the Council of the City of Memphis did include Audubon Golf Course Redesign and Construction, CIP Project Number PK06018, as part of the Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, the Council of the City of Memphis did provide an allocation of \$4,000,000.00 in Fiscal Year 2023 CIP Project Number PK06018, Audubon Golf Course Redesign and Construction, Contract Construction, as part of the Fiscal Year 2023 Capital Improvements Budget; and

WHEREAS, the Administration requests that Council to approve the Allocation and Appropriation of \$4,000,000.00 in Contract Construction in Fiscal Year 2023 CIP Project Number PK06018, Audubon Golf Course Redesign and Construction, to fund the design and construction of the new Audubon Golf Course;

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the Allocation and Appropriation of \$4,000,000.00 in Contract Construction from Fiscal Year 2023 CIP Project Number PK06018, Audubon Golf Course Redesign and Construction, Contract Construction, funded by G.O. Bonds General, chargeable to the Fiscal Year 2023 Capital Improvement Budget; with said appropriations being credited as follows:

Project Title:	Audubon Golf Course Redesign And Construction
Project Number:	PK06018
Amount:	\$4,000,000.00 Contract Construction

CITY OF MEMPHIS, TENNESSEE

FY 2023 CIP Budget Allocation

Division Memphis ParksCIP PROJECT NO. PK06018Public Use ProjectsPROJECT NAME Audubon Golf Course Redesign and ConstructionTOTAL ESTIMATED PROJECT COST: \$ 4,000,000.00
DATE OF THIS DECLARATION August 2, 2022

The purpose of this questionnaire is to determine the tax status of projects to be financed with the proceeds of City of Memphis General Obligation Bonds and Bond Anticipation Notes based on the public or private use associated with those projects. The questions below relate to the project referenced above.

1. Narrative Project Description:

Description of project.

This project provides A/E and construction funds for the Audubon Golf Course replacement

2(a). Project Status

Planning
StageConstruction
StageCompleted
Project

Check appropriate box

☐☒☐(b). Project estimated completion date: June 2024

3. Intended Use of the Project:

For use of the general public.

4. Intended Users of the Project:

City
Public UseOther Gov't
Public Use

Private Entity*

Check appropriate box

☒☐☐Completed this 2nd day of August 2022.

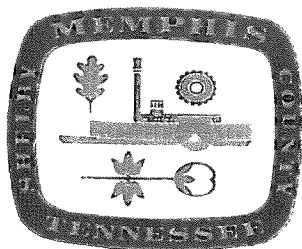
NAME

Marcha E. A.
Director, Memphis Parks

TITLE

*If Private Use, please complete separate form

Memphis City Council Summary Sheet Template 8-28-12



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution to Allocate and Appropriate \$300,000.00 in Contract Construction from FY23 CIP Number PK07126, Ida B. Wells Memorial, Contract Construction.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis Parks

3. State whether this is a change to an existing ordinance or resolution, if applicable.

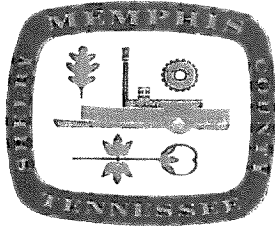
(Not Applicable)

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This will require a construction contract.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This will require an expenditure of \$300,000.00



Resolution to Allocate and Appropriate funds for Ida B. Wells Memorial PK07126

WHEREAS, the Council of the City of Memphis did include Ida B. Wells Memorial, CIP Project Number PK07126, as part of the Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, the Council of the City of Memphis did provide an allocation of \$300,000.00 in Fiscal Year 2023 CIP Project Number PK07126, Ida B. Wells Memorial, Contract Construction, as part of the Fiscal Year 2023 Capital Improvements Budget; and

WHEREAS, the Administration requests that Council to approve the Allocation and Appropriation of \$300,000.00 in Contract Construction in Fiscal Year 2023 CIP Project Number PK07126, Ida B. Wells, to fund the design and construction of the new park amenity;

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the Allocation and Appropriation of \$300,000.00 in Contract Construction from Fiscal Year 2023 CIP Project Number PK07126, Ida B. Wells Memorial, Contract Construction, funded by an Operating Transfer-In, chargeable to the Fiscal Year 2023 Capital Improvement Budget; with said appropriations being credited as follows:

Project Title:	Ida B. Wells Memorial
Project Number:	PK07126
Amount:	\$300,000.00 Contract Construction

CITY OF MEMPHIS, TENNESSEE**FY 2023 CIP Budget Allocation****Division Memphis Parks****CIP PROJECT NO. PK07126****Public Use Projects****PROJECT NAME Ida B. Wells Memorial****TOTAL ESTIMATED PROJECT COST: \$ 300,000.00**
DATE OF THIS DECLARATION August 2, 2022

The purpose of this questionnaire is to determine the tax status of projects to be financed with the proceeds of City of Memphis General Obligation Bonds and Bond Anticipation Notes based on the public or private use associated with those projects. The questions below relate to the project referenced above.

1. Narrative Project Description:**Description of project.**

This project provides construction funds for the Ida B. Wells memorial.

2(a). Project StatusPlanning
StageConstruction
StageCompleted
Project

Check appropriate box

☐☒☐**(b). Project estimated completion date: June 2024****3. Intended Use of the Project:****For use of the general public.****4. Intended Users of the Project:**City
Public UseOther Gov't
Public Use

Private Entity*

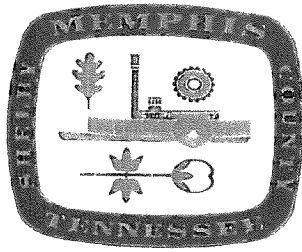
Check appropriate box

☒☐☐Completed this 8th day of August 2022.
NAME**Director, Memphis Parks**

TITLE

*If Private Use, please complete separate form

Memphis City Council Summary Sheet Template 8-28-12



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

\$1,000,000.00 Allocation and Appropriation of funds from the FY23 CIP, Project Number PK07127, Contract Construction, Wolf River Greenway Phase 6.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis Parks

3. State whether this is a change to an existing ordinance or resolution, if applicable.

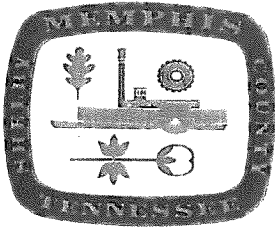
No it is not.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

No it does not.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This Resolution will result in the expenditure of \$1,000,000.00.



***Resolution Allocates and Appropriates funds for
improvements to the Wolf River Greenway Phase 6***

WHEREAS, the Council of the City of Memphis did include Wolf River Greenway, CIP Project Number PK07127 as part of the Fiscal Year 2023 Capital Improvement Program; and

WHEREAS, the City of Memphis has entered into an agreement with the Wolf River Conservancy which provides for the procedures for the use and payment of the current and future Capital Appropriations as related to construction of new trail segments; and

WHEREAS it is necessary to Allocate and appropriate \$1,000,000.00, Contract Construction, funded by G.O. Bonds General, in Construction funds for the Wolf River Greenway Phase 6, Fiscal Year 2023 CIP Project Number PK07127.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby Allocated and Appropriated the sum of \$1,000,000.00 for Wolf River Greenway, CIP Project Number PK07127, Contract Construction, funded by G. O. Bonds General, chargeable to the Fiscal Year 2023 Capital Improvement Budget; with said appropriations being credited as follows:

Project Title:	Wolf River Greenway
Project Number:	PK07127
Amount:	\$1,000,000.00

CITY OF MEMPHIS, TENNESSEE

FY 2023 CIP Budget Allocation

Division Memphis ParksCIP PROJECT NO. PK07127Public Use ProjectsPROJECT NAME Wolf River Greenway Phase 6TOTAL ESTIMATED PROJECT COST: \$ 1,000,000.00
DATE OF THIS DECLARATION August 2, 2023

The purpose of this questionnaire is to determine the tax status of projects to be financed with the proceeds of City of Memphis General Obligation Bonds and Bond Anticipation Notes based on the public or private use associated with those projects. The questions below relate to the project referenced above.

1. Narrative Project Description:

Description of project.

This project provides construction funds for the Wolf River Greenway Phase 6

2(a). Project Status

Planning
StageConstruction
StageCompleted
Project

Check appropriate box

☐☒☐(b). Project estimated completion date: June 2023

3. Intended Use of the Project:

For use of the general public.4. Intended Users of the Project:City
Public UseOther Gov't
Public Use

Private Entity*

Check appropriate box

☒☐☐Completed this 8th day of August, 2022.

NAME

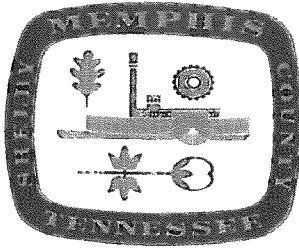
Deputy

Director, Memphis Parks

TITLE

*If Private Use, please complete separate form

Memphis City Council Summary Sheet Template 8-28-12



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution to Allocate and Appropriate \$500,000.00 from FY23 PK08037 Lichterman Major Maintenance, Contract Construction.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis Parks

3. State whether this is a change to an existing ordinance or resolution, if applicable.

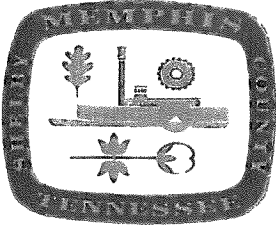
(Not Applicable)

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This will require a construction contract

5. State whether this requires an expenditure of funds/requires a budget amendment.

This will require an expenditure of \$500,000.00



***Resolution to Allocate and Appropriates funds for Lichterman
Nature Center Major Maintenance PK08037***

WHEREAS, the Council of the City of Memphis did include Lichterman Nature Center Major Maintenance CIP Project Number PK08037, as part of the Fiscal Year 2023 Capital Improvements Budget; and

WHEREAS, the Council of the City of Memphis did provide an allocation of \$500,000.00 in Fiscal Year 2023 CIP Project Number PK08037, Lichterman Nature Center Major Maintenance, Contract Construction, as part of the Fiscal Year 2023 Capital Improvements Budget; and

WHEREAS, the Administration requests that Council to approve the Allocation and Appropriation of \$500,000.00 in Contract Construction in Fiscal Year 2023 CIP Project Number PK08037, Lichterman Nature Center Major Maintenance, to fund dredging of the lake at the nature center and repairs to the board walk, deferred major maintenance items at the Lichterman Nature Center.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the Allocation and Appropriation of \$500,000.00 from Fiscal Year 2023 CIP Project Number PK08037, Lichterman Nature Center Major Maintenance, Contract Construction, funded by G.O. Bonds General, chargeable to the Fiscal Year 2023 Capital Improvement Budget; with said appropriations being credited as follows:

Project Title:	Lichterman Major Maintenance
Project Number:	PK08037
Amount:	\$500,000.00

CITY OF MEMPHIS, TENNESSEE

FY 2023 CIP Budget Allocation

Division Memphis Parks

CIP PROJECT NO. PK08037

Public Use Projects

PROJECT NAME Lichterman Nature Center Major Maintenance

TOTAL ESTIMATED PROJECT COST: \$ 500,000.00
DATE OF THIS DECLARATION August 2, 2022

The purpose of this questionnaire is to determine the tax status of projects to be financed with the proceeds of City of Memphis General Obligation Bonds and Bond Anticipation Notes based on the public or private use associated with those projects. The questions below relate to the project referenced above.

1. Narrative Project Description:

Description of project.

This project provides construction funds for maintenance projects at Lichterman Nature Center.

2(a). Project Status

Planning
Stage

Construction
Stage

Completed
Project

Check appropriate box

☐☒☐

(b). Project estimated completion date: June 2023

3. Intended Use of the Project:

For use of the general public.

4. Intended Users of the Project:

City
Public Use

Other Gov't
Public Use

Private Entity*

Check appropriate box

☒☐☐

Completed this 8th day of August 2022.

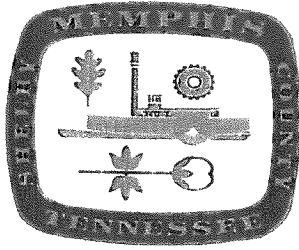
NAME

Deputy
Director, Memphis Parks

TITLE

*If Private Use, please complete separate form

Memphis City Council Summary Sheet Template 8-28-12



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

\$250,000.00 transfer of funds to the Memphis Zoological Society for various maintenance issues.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis Parks

3. State whether this is a change to an existing ordinance or resolution, if applicable.

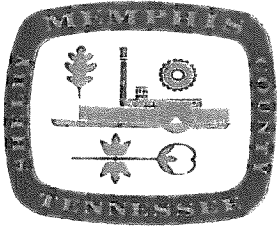
No it is not.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

No it does not.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This Resolution will result in the expenditure of \$250,000.00.



Resolution appropriates funds for improvements and to address major maintenance issues at the Memphis Zoo.

WHEREAS, the Council of the City of Memphis did include Zoo Major Maintenance, CIP Project Number PK09002 as part of the Fiscal Year 2023 Capital Improvement Program; and

WHEREAS, the City of Memphis has entered into an agreement with the Memphis Zoological Society which provides for the procedures for the use and payment of the current and future Capital Appropriations; and

WHEREAS it is necessary to appropriate \$250,000.00, Contract Construction, funded by G.O. Bonds General, in Construction funds for Zoo Major Maintenance, Fiscal Year 2023 CIP Project Number PK09002.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby appropriated the sum of \$250,000.00, Contract Construction, funded by G. O. Bonds General, chargeable to the Fiscal Year 2023 Capital Improvement Budget; with said appropriations being credited as follows:

Project Title:	Zoo Major Maintenance
Project Number:	PK09002
Amount:	\$250,000.00

CITY OF MEMPHIS, TENNESSEE

FY 2023 CIP Budget Allocation

Division Memphis ParksCIP PROJECT NO. PK09002Public Use ProjectsPROJECT NAME Zoo Major MaintenanceTOTAL ESTIMATED PROJECT COST: \$ 250,000.00
DATE OF THIS DECLARATION August 2, 2022

The purpose of this questionnaire is to determine the tax status of projects to be financed with the proceeds of City of Memphis General Obligation Bonds and Bond Anticipation Notes based on the public or private use associated with those projects. The questions below relate to the project referenced above.

1. Narrative Project Description:

Description of project.

This project provides construction funds for repairs at the Memphis Zoo.

2(a). Project Status

Planning
StageConstruction
StageCompleted
Project

Check appropriate box

☐☒☐(b). Project estimated completion date: June 2023

3. Intended Use of the Project:

For use of the general public.4. Intended Users of the Project:City
Public UseOther Gov't
Public Use

Private Entity*

Check appropriate box

☒☐☐Completed this 8th day of August, 2022.

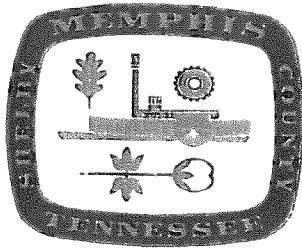
NAME

Maucha G. AlDeputy
Director, Memphis Parks

TITLE

*If Private Use, please complete separate form

Memphis City Council Summary Sheet Template 8-28-12



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

\$350,000.00 Allocation, Appropriation and transfer of funds from FY2023 CIP Project Number PK23100 Park Cover Line A/E to FY2023 CIP Project Number PK23101 Park Cover Line A/E.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis Parks

3. State whether this is a change to an existing ordinance or resolution, if applicable.

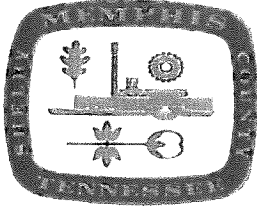
No it is not.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This may require an A/E contract.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This Resolution will result in the expenditure of \$350,000.00.



***Resolution to Appropriate Park Cover Line
Architecture/Engineering Fees PK23101***

WHEREAS, the Council of the City of Memphis did include Park Services Cover Line, CIP Project Number PK23100, as part of the Fiscal Year 2023 Capital Improvements Budget; and

WHEREAS, the Council of the City of Memphis did provide an Allocation of \$350,000.00 for Architecture/Engineering funds in Fiscal Year 2023 CIP Project Number PK23100, Park Services Cover Line, as part of the Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, the Administration desires to Allocate, Appropriate and transfer \$350,000.00 for Architecture/Engineering funds from Fiscal Year 2023, CIP Project Number PK23100 to Fiscal Year 2023 CIP Project PK23101, Park Cover Line Architecture/Engineering funds.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the Allocation, Appropriation and transfer of \$350,000.00 for Architecture/Engineering funds from Fiscal Year 2023 CIP Project Number PK23100, Park Services Cover Line, to Fiscal Year 2023 CIP Project Number PK23101, Park Cover Line Architecture/Engineering funds, funded by G.O. Bonds General.

Project Title:	Park Cover Line Architecture/Engineering Funds
Project Number:	PK23101
Appropriation	\$350,000.00

CITY OF MEMPHIS, TENNESSEE

FY 2023 CIP Budget Allocation

Division Memphis Parks

CIP PROJECT NO. PK23101

Public Use Projects

PROJECT NAME Park Cover Line Architecture/Engineering Funds

TOTAL ESTIMATED PROJECT COST: \$ 350,000.00
DATE OF THIS DECLARATION August 2, 2022

The purpose of this questionnaire is to determine the tax status of projects to be financed with the proceeds of City of Memphis General Obligation Bonds and Bond Anticipation Notes based on the public or private use associated with those projects. The questions below relate to the project referenced above.

1. Narrative Project Description:

Description of project.

This Resolution provides A/E funds for Park Cover Line projects.

2(a). Project Status

Planning
Stage

Construction
Stage

Completed
Project

Check appropriate box

☒☐☐

(b). Project estimated completion date: June 2023

3. Intended Use of the Project:

For use of the general public.

4. Intended Users of the Project:

City
Public Use

Other Gov't
Public Use

Private Entity*

Check appropriate box

☒☐☐

Completed this 8th day of August, 2022.

NAME

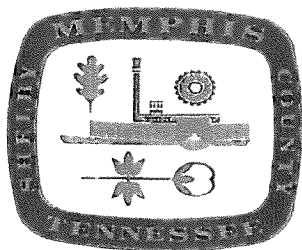
Deputy

Director, Memphis Parks

TITLE

*If Private Use, please complete separate form

Memphis City Council Summary Sheet Template 8-28-12



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

\$600,000.00 Allocation, Appropriation and transfer of funds from FY2023 CIP PK23100 Park Cover Line Contract Construction to FY2023 CIP Project Number PK23102 Sports Lighting Installation, Contract Construction.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis Parks

3. State whether this is a change to an existing ordinance or resolution, if applicable.

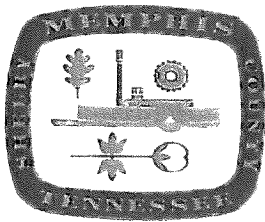
No it is not.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

It will require a construction contract.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This Resolution will result in the expenditure of \$600,000.00.



Resolution to Allocate and Appropriate funds for Sports Lighting Installation PK23102

WHEREAS, the Council of the City of Memphis did include Park Cover Line, CIP Project Number PK23100, as part of the Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, the Council of the City of Memphis did provide an Allocation of \$600,000.00 in Fiscal Year 2023 CIP Project Number PK23100, Park Cover Line, as part of the Fiscal Year 2023 Capital Improvements Budget; and

WHEREAS, as part of the HUD Resiliency Grant work at Rodney Baber Park and Kennedy Park, it is the Administration's desire to install new sports lighting poles and fixtures at Rodney Baber Park, Kennedy Park and Jesse Turner Park; and

WHEREAS, the Administration requests that Council approve the Allocation and Appropriation and transfer of \$600,000.00 in Contract Construction funds in Fiscal Year 2023 CIP Project Number PK23100 Park Cover Line, to Fiscal Year 2023 CIP Project Number PK23102, Sports Lighting Installation, Contract Construction.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the Allocation, Appropriation and transfer of \$600,000.00 in Contract Construction from Fiscal Year 2023 CIP Project Number PK23100 Park Cover Line, to Fiscal Year 2023 CIP Project Number PK23102, Sports Lighting Installation, Contract Construction, funded by G.O. Bonds General, chargeable to the Fiscal Year 2023 Capital Improvement Budget; with said appropriations being credited as follows:

Project Title:	Sports Lighting Installation
Project Number:	PK23102
Amount:	\$600,000.00 Contract Construction

CITY OF MEMPHIS, TENNESSEE

FY 2023 CIP Budget Allocation

Division Memphis Parks

CIP PROJECT NO. PK23102

Public Use Projects

PROJECT NAME Sports-Lighting Installation

TOTAL ESTIMATED PROJECT COST: \$ 600,000.00
DATE OF THIS DECLARATION August 2, 2022

The purpose of this questionnaire is to determine the tax status of projects to be financed with the proceeds of City of Memphis General Obligation Bonds and Bond Anticipation Notes based on the public or private use associated with those projects. The questions below relate to the project referenced above.

1. Narrative Project Description:

Description of project.

This project provides funds for the installation of sports-lighting at new and existing fields.

2(a). Project Status

Planning
Stage

Construction
Stage

Completed
Project

Check appropriate box

☐☒☐

(b). Project estimated completion date: June 2023

3. Intended Use of the Project:

For use of the general public.

4. Intended Users of the Project:

City
Public Use

Other Gov't
Public Use

Private Entity*

Check appropriate box

☒☐☐

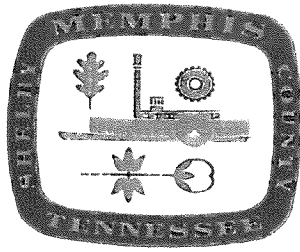
Completed this 8th day of August, 2022

Marcha A. All
NAME

Director, Memphis Parks
TITLE

*If Private Use, please complete separate form

Memphis City Council Summary Sheet Template 8-28-12



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

\$2,150,000.00 Allocation, Appropriation and transfer of funds from FY2023 CIP Project Number PK23100 Park Cover Line Contract Construction to FY2023 CIP Project Number PK23103 Miscellaneous Park Improvements, Contract Construction.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis Parks

3. State whether this is a change to an existing ordinance or resolution, if applicable.

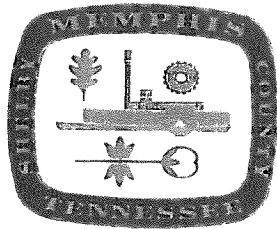
No it is not.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

No it does not.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This Resolution will result in the expenditure of \$2,150,000.00.



A Resolution to Appropriate Funds for Miscellaneous Park Improvements PK23103

WHEREAS, the Council of the City of Memphis did include Park Cover Line, CIP Project Number PK23100, as part of the Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, the Council of the City of Memphis did provide an Allocation of \$2,150,000.00 for Contract Construction in Fiscal Year 2023 CIP Project Number PK23100, Park Cover Line, as part of the Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, the Administration has multiple repairs and improvements that need to be addressed at parks in every Council District; and

WHEREAS, the Administration desires to Allocate, Appropriate and transfer \$2,150,000.00 from Fiscal Year 2023 CIP Project Number PK23100, Park Cover Line, Contract Construction, to Fiscal Year 2023 CIP Project Number PK23103, Miscellaneous Park Improvements, Contract Construction;

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the Allocation, Appropriation and transfer of \$2,150,000.00 from Fiscal Year 2023 CIP Project Number PK23100, Park Cover Line, Contract Construction to Fiscal Year 2023 CIP Project Number PK23103, Miscellaneous Park Improvements, Contract Construction, funded by G.O. Bonds and an Operating Transfer-In, chargeable to the Fiscal Year 2023 Capital Improvement Budget; with said appropriations being credited as follows:

Project Title:	Misc. Park Improvements
Project Number:	PK23103
Appropriation:	\$2,150,000.00

CITY OF MEMPHIS, TENNESSEE

FY 2023 CIP Budget Allocation

Division Memphis Parks

CIP PROJECT NO. PK23103

Public Use Projects

PROJECT NAME Miscellaneous Park Improvements

TOTAL ESTIMATED PROJECT COST: \$ 2,150,000.00
DATE OF THIS DECLARATION August 2, 2022

The purpose of this questionnaire is to determine the tax status of projects to be financed with the proceeds of City of Memphis General Obligation Bonds and Bond Anticipation Notes based on the public or private use associated with those projects. The questions below relate to the project referenced above.

1. Narrative Project Description:

Description of project.

This project provides Contract Construction funds for miscellaneous park improvements

2(a). Project Status

Planning
Stage

Construction
Stage

Completed
Project

Check appropriate box

☒☐☐

(b). Project estimated completion date: June 2023

3. Intended Use of the Project:

For use of the general public.

4. Intended Users of the Project:

City
Public Use

Other Gov't
Public Use

Private Entity*

Check appropriate box

☒☐☐

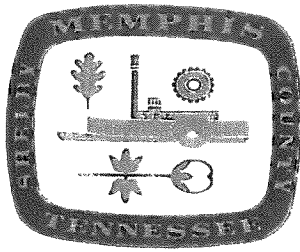
Completed this 02 day of August, 2022.

Marsha E. Allen
NAME

Deputy
Director, Memphis Parks
TITLE

*If Private Use, please complete separate form

Memphis City Council Summary Sheet Template 8-28-12



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

\$400,000.00 Allocation, Appropriation and transfer of funds from FY2023 CIP PK23100 Park Cover Line FFE to FY2023 CIP Project Number PK23104 Community Center/Park FFE, Fixtures Furniture and Equipment.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis Parks

3. State whether this is a change to an existing ordinance or resolution, if applicable.

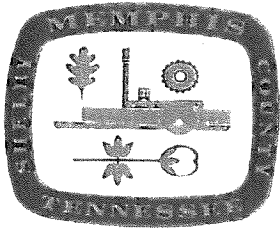
No it is not.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

It may require a contract.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This Resolution will result in the expenditure of \$400,000.00.



***Resolution to Appropriate FFE Funds for
PK23104 Community Center/Park
Furniture Fixtures and Equipment***

WHEREAS, the Council of the City of Memphis did include Park Services Cover Line, CIP Project Number PK23100, as part of the Fiscal Year 2023 Capital Improvements Budget; and

WHEREAS, the Council of the City of Memphis did provide an Allocation of \$400,000.00 for Furniture Fixtures and Equipment funds in Fiscal Year 2023 CIP Project Number PK23100, Park Services Cover Line, as part of the Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, the Administration desires to Allocate, Appropriate and transfer \$400,000.00 for Furniture Fixtures and Equipment funds from Fiscal Year 2023, CIP Project Number PK23100 to Fiscal Year 2023 CIP Project PK23104, Community Center/Park FFE; Furniture Fixtures and Equipment.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that it hereby approves the Allocation, Appropriation and transfer of \$400,000.00 for Furniture Fixtures and Equipment funds from Fiscal Year 2023 CIP Project Number PK23100, Park Services Cover Line, to Fiscal Year 2023 CIP Project Number PK23104, Community Center/Park FFE funds, Furniture Fixtures and Equipment, funded by G.O. Bonds General.

Project Title:	Community Center/Park FFE
Project Number:	PK23104
Appropriation	\$400,000.00

CITY OF MEMPHIS, TENNESSEE

FY 2023 CIP Budget Allocation

Division Memphis Parks

CIP PROJECT NO. PK23104

Public Use Projects

PROJECT NAME Fixtures Furniture and Equipment

TOTAL ESTIMATED PROJECT COST: \$ 400,000.00
DATE OF THIS DECLARATION August 2, 2022

The purpose of this questionnaire is to determine the tax status of projects to be financed with the proceeds of City of Memphis General Obligation Bonds and Bond Anticipation Notes based on the public or private use associated with those projects. The questions below relate to the project referenced above.

1. Narrative Project Description:

Description of project.

This project provides Contract Construction funds for the purchase of FFE at various community centers and parks.

2(a). Project Status

Planning
Stage

Construction
Stage

Completed
Project

Check appropriate box

☒☐☐

(b). Project estimated completion date: March 2023

3. Intended Use of the Project:

For use of the general public.

4. Intended Users of the Project:

City
Public Use

Other Gov't
Public Use

Private Entity*

Check appropriate box

☒☐☐

Completed this 8th day of August, 2022.

NAME

Marsha E. O.
Deputy
Director, Memphis Parks

TITLE

*If Private Use, please complete separate form



We build **strength, stability** and **self-reliance** through **shelter**.

Summary of City of Memphis/Habitat ARPA Home Accessibility/Modification Grant

ARPA grant is for \$2.5M to cover 147 projects before December 31, 2024

- **\$1.5M is for homeowners without an age limit**
- **\$1M is for homeowners over age 62**

Purpose

To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel and hospitality.

Scope of Work

Grantee will provide grants to City of Memphis homeowners ranging from \$5,000 to \$25,000 to complete home repairs and resolve health and safety issues such as described below:

- Select plumbing repairs
- HVAC repair or replacement
- Faulty electrical wiring
- Roof repair or replacement
- Broken or leaking windows or screens
- Roof repair
- Accessibility challenges
- Exterior paint deterioration
- Dangerous or rotting railings, stairs, landings or porches
- Rotting interior flooring
- Other repairs eligible under this agreement

COVID-related

Clients must attest to being affected by COVID-19, and must complete a self-attestation form prior to receiving services.

Termination

The failure of Grantee to use the funding provided by the City for the purposes set forth herein shall result in the immediate termination of this agreement.

Conflict of Interest

Grantee warrants that no part of the funding provided by the City shall be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Grantee in connection with any services contemplated or performed relative to this Agreement.

What Kind of Work Will be Done

- The work provided, if any, will be determined ONLY by Habitat after an inspection of the home.
- **The type of work is focused on critical repairs and accessibility needs** as budget allows, such as installing grab bars, wheelchair ramps, widening doorways, fixing broken windows, repairing water leaks and other work that fits within the guidelines of the AIP program.
- The Aging in Place program will only make repairs and modifications to ONE bathroom and the bedroom of the senior in the home. If there is more than one bathroom, Habitat will determine which bathroom is the most cost-efficient to repair/modify.”

Work that is NOT Covered

- **Cosmetic work is NOT covered in this program**, including, but not limited to: painting, cabinets, carpet installation, appliances, window treatments/security bars, and repairing trim work.
- If the home is not a detached, single-family home (example: a condo or mobile home), you may not be eligible for certain services.
- Patches to walls and ceilings will be made smooth with the adjacent surface and will be sealed with a coat of primer, but the patch will not be painted to match the rest of the wall/ceiling/room.
- Widening doors, replacing bathroom vanities and other such work items may expose floor and wall surfaces that are different from the adjoining wall or floor. These exposed areas will not be redone to match the adjacent surfaces.
- New trim and siding boards on the outside of your home will be primed, caulked and painted to match the existing color of your home. We will do our best to match the paint as well as we can with a paint chip, but you will be able to tell the difference between the new and old paint. We will not re-paint the entire exterior.

Homeowners Duties

Homeowner will be responsible for properly operating and maintain all installed equipment, systems and assemblies. Habitat will ensure you receive any relevant warranty information. (Warranty period is one year.)

Denial due to Condition of Home

If the home has too many problems and cannot be brought up to a safe and habitable condition within the program's budget limits, then applicant will not be eligible for assistance.

Program Acceptance Limitation

The work done through the AIP program due to the huge need for these services and limited funding availability, we are only accepting applications from those who have not received our services in the past.

Administrative Office | 7136 Winchester Road, Memphis, TN 38125 tel (901) 761-4771 fax (901) 761-4704 info@memphishabitat.com memphishabitat.com

ReStore | 7130 Winchester Road, Memphis, TN 38125 tel 901-RESTORE (737-8673) fax (901) 322-3548 memphisrestore.com



We are pledged to the letter and spirit of the U.S. policy for the achievement of equal housing opportunity throughout the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin. Habitat for Humanity is an equal opportunity employer.

Aging In Place Program Expenditures by ZIP Code Since 2018

Zip Code	Applicants Served	Total Funding Spent per Zip code	Average per Project	Work in Progress (These are not included in the Applicants served or total funding)	Projects scheduled for home assessment
38002	2	\$27,054.00	\$13,927.00	1	0
38016	2	\$6,800.00	\$3,400.00	0	2
38017	1	\$12,950.00	\$12,950.00	0	0
38053	2	\$25,195.00	\$12,597.50	0	0
38104	4	\$46,210.00	\$11,552.50	0	0
38105	10	\$115,105.00	\$11,510.50	0	1
38106	83	\$963,471.58	\$11,608.09	19	8
38107	41	\$409,402.00	\$9,905.41	2	6
38108	44	\$492,344.00	\$11,189.64	5	2
38109	127	\$1,351,201.02	\$10,639.30	22	24
38111	45	\$496,306.50	\$11,029.03	5	4
38112	21	\$218,469.00	\$10,403.29	2	0
38114	85	\$912,639.13	\$10,736.93	13	3
38115	16	\$185,806.00	\$11,617.08	0	1
38116	30	\$356,305.50	\$11,876.85	5	7
38117	1	\$7,663.00	\$7,663.00	0	0
38118	43	\$434,076.50	\$10,094.80	7	2
38119	1	\$21,138.00	\$21,138.00	1	0
38122	11	\$111,942.20	\$10,176.55	2	0
38125	8	\$106,133.63	\$13,266.70	2	1
38126	9	\$106,429.50	\$11,825.50	1	0
38127	63	\$659,355.50	\$10,465.96	7	3
38128	19	\$182,040.00	\$9,581.05	3	4
38134	3	\$22,700.00	\$7,566.67	0	1
38135	1	\$3,015.00	\$3,015.00	1	0
38141	14	\$165,918.00	\$11,851.29	0	
	686	\$7,439,670.06		98	69

Funding above includes a \$200,000 grant via the City of Memphis Housing Trust Fund and \$900,000 in federal Community Development Block Grant funds administered by the City of Memphis. Habitat raised remaining funds from private sources, the majority of which are outside Memphis.



We build **strength, stability** and **self-reliance** through **shelter**.

Aging In Place Program ARPA Update Aug. 9, 2022

Memphis Habitat has received 89 referrals, which we are in the process of reviewing.

ZIP Code	Referrals
38125	1
38114	7
38109	68
38111	1
38107	1
38116	5
38106	3
38127	1
38118	1
38117	1
	89

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ReStore | 7130 Winchester Road, Memphis, TN 38125 tel 901-RESTORE (737-8673) fax (901) 322-3548 memphisrestore.com



We are pledged to the letter and spirit of the U.S. policy for the achievement of equal housing opportunity throughout the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin. Habitat for Humanity is an equal opportunity employer.



The Aging in Place Program

Community Meeting
July 2022

We build strength, stability and self-reliance through shelter.

The Aging In Place (AIP) Program completes accessibility enhancements, energy efficiency improvements and critical home repairs for homeowners ages 60 and over. By doing this, the program seeks to help older homeowners continue to live in their own homes longer and maintain their independence.

We build strength, stability and self-reliance through shelter.

AIP focuses on critical repairs and accessibility needs. We do not provide emergency services or cosmetic repairs. We have a limited time-frame to complete work, so applicants must present all documentation immediately and will be accepted on a first-qualified, first-served basis.

We build strength, stability and self-reliance through shelter.

Am I Eligible?

You may qualify for the AIP Program if you meet all of the following criteria:

- ☐ I own and live in my home full time.
- ☐ I own no property other than my home.
- ☐ I am age 60 or older.

We build strength, stability and self-reliance through shelter.

- ☐ My home is in Fayette or Shelby County. (Shelby County and Fayette County have separate application dates.)
- ☐ The city and county property taxes on my home are current.
- ☐ The mortgage is current or paid off, and there are no liens on my home.

We build strength, stability and self-reliance through shelter.

- ☐ My home needs work that falls within the services and budget of the program.
Example - homes may be denied if they are over budget.
- ☐ I meet the income guidelines for the program, based on the household income.
- ☐ All owners listed on the property deed will be available and sign ALL documents.

We build strength, stability and self-reliance through shelter.

- ❑ I can provide documentation to prove identity, age, residency and income for myself and everyone else who lives in my home. Example - ID, SS letter, MLGW bill, Mortgage Statement
- ❑ All of my information matches across all documents or I have proof that differing information is correct.

We build strength, stability and self-reliance through shelter.

- A sex offender check is completed on everyone who resides in the household. If someone's name appears on the sex offender check, the application is automatically disqualified from the Aging in Place program.

We build strength, stability and self-reliance through shelter.

AIP Program Income Limits

*As of April 2022; subject to HUD AIM guideline changes and other program requirements.

Max Gross Yearly Household Income

1- \$32,280

2- \$36,900

3- \$41,520

4- \$46,080

We build strength, stability and self-reliance through shelter.

All AIP applicants who receive work must pay the fee to cover the cost of recording the deed restriction at the Register of Deeds - \$17 for Fayette County and \$19 for Shelby County. Again, applicants must have all documents available immediately and will be accepted on a first-qualified, first-served basis.

We build strength, stability and self-reliance through shelter.

The type of work that may be provided includes critical repairs and accessibility modifications as budget allows, possibly including installing grab bars, wheelchair ramps, fixing broken windows, repairing water leaks and other work that fits within the guidelines of the AIP program.

We build strength, stability and self-reliance through shelter.

- * Cosmetic work is not covered, including, but not limited to: painting, cabinets, appliances, window treatments, and repairing trim work.
- * If your home is not a detached, single-family home (example: a condo or mobile home), you may not be eligible for services.

We build strength, stability and self-reliance through shelter.

After work is completed, project managers will do a final inspection to make sure work has been done properly. When all work has passed final inspection, you will sign a certificate of completion. Habitat will contact you 2 months later to complete a brief survey about your experience with the AIP program.

We build strength, stability and self-reliance through shelter.

Additional surveys will be conducted 1 year and 3 years after work is completed. These surveys help us improve the program and measure its impact so we can help more older homeowners.

We build strength, stability and self-reliance through shelter.

Habitat will pay all costs for materials and work as a grant to you, but a restriction will be placed on the deed of your home. You will not have to repay the grant unless you sell or transfer ownership of your home within 5 years after AIP work is completed.

We build strength, stability and self-reliance through shelter.

If you continue to live in your home for 5 years after work is completed and follow all grant terms, your balance is reduced to zero. The grant restriction is forgiven at a rate of 20% per year. You will also need to participate in post-project surveying at 2 months, 1 year, and 3 years after work has been completed.

We build strength, stability and self-reliance through shelter.

- Due to the high demand for these services, an applicant will only be served one time through the Aging in Place Program.

To check for the new application date, call our hotline number, 901-322-3500. To apply to AIP, call the hotline number on the application date beginning at 9am and leave a voicemail with your name, address, and phone number. You may also call in to apply for a friend or relative.

We build strength, stability and self-reliance through shelter.

If you have any other questions, please call:

- **Laura Anderson at 901-322-3508**
- **Treva Sease at 901-322-3522**

You may email us at:

- landerson@memphishabitat.com
- tsease@memphishabitat.com

We build strength, stability and self-reliance through shelter.

Questions?

We build strength, stability and self-reliance through shelter.

Remember, if you have any other questions, please call:

- **Laura Anderson at 901-322-3508**
- **Treva Sease at 901-322-3522**

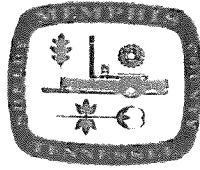
You may email us at:

- **landerson@memphishabitat.com**
- **tsease@memphishabitat.com**

We build strength, stability and self-reliance through shelter.



We build strength, stability and self-reliance through shelter.



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution approving proposed Consolidated Plan, FY2023 Annual Action Plan and appropriating federal entitlement funds to the FY2023 Housing and Community Development Budget.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

The Division of Housing and Community Development

3. State whether this is a change to an existing ordinance or resolution, if applicable.

Not applicable.

4. State whether this will impact specific council districts or super districts.

Various council districts or super districts may be impacted.

5. State whether this requires a new contract, or amends an existing contract, if applicable.

New contracts and contract amendments will be required.

6. State whether this requires an expenditure of funds/requires a budget amendment.

Expenditure of funds will be required.

7. If applicable, please list the MWBE goal and any additional information needed.

Some funding will be applicable to MWBE goals once awarded.

**RESOLUTION APPROVING PROPOSED CONSOLIDATED PLAN
FY 2023 ANNUAL ACTION PLAN
AND APPROPRIATING FEDERAL ENTITLEMENT FUNDS TO THE FY 2023
HOUSING AND COMMUNITY DEVELOPMENT BUDGET**

WHEREAS, the purpose of the City of Memphis' Consolidated Plan for Housing and Community Development is to foster the development of viable urban neighborhoods that include decent housing for everyone, a suitable living environment, and expanded economic opportunities, especially for low and moderate-income citizens; and

WHEREAS, specific projects and activities within the Consolidated Plan FY 2023 Annual Action Plan address the needs of low and moderate-income persons through goals, objectives, priorities, and strategies for housing, community and public services, assistance for the homeless and special needs populations, neighborhood, economic and community development; and

WHEREAS, projects and activities proposed to be implemented in the Consolidated Plan FY 2023 Annual Action Plan will draw upon and augment the resources of the public, private, and nonprofit sectors to meet low and moderate income needs in the community; and

WHEREAS, the plan contains a description of anticipated federal, state, and local housing resources for FY 2023, including Community Development Block Grant (CDBG) funds received under Title I of the Housing and Community Development Act of 1974, HOME funds received under Title II of the National Affordable Housing Act of 1990, Emergency Solutions Grant (ESG) funds authorized under the HEARTH Act of 2009, and Housing Opportunities for Person With AIDS (HOPWA) funds, as shown in the following tables:

Estimated FY 2023 Funds to be received from HUD

Program Name	Estimated Funds	Percent of Total
CDBG Program	\$6,397,301.00	46%
Prior Year Income – Section 108	\$131,420.00	1%
Bass Pro - PI	\$750,000.00	6%
HOME Program	\$2,097,404.00	15%
Program Income (HOME)	\$737,919.00	5%
Emergency Solutions Grant Program (ESG)	\$578,222.00	4%
HOPWA	\$3,153,062.00	23%
TOTAL	\$13,845,328.00	100%

; and

WHEREAS, the plan identifies and describes the following priority areas of projects and activities to be implemented in FY 2023 by the federal entitlement funds received from the U.S Department of Housing and Urban Development (HUD):

FY 2023 Priority Areas

Priority Need Category	Proposed Expenditures	Percentages
Housing	\$3,597,639.00	26%
Homeless	\$839,855.00	6%
Special Needs	\$3,408,471.00	25%
Neighborhood, Economic, & Community Development	\$4,167,258.00	30%
General Administration & Planning	\$1,832,105.00	13%
TOTAL	\$13,845,328.00	100.00%

; and

WHEREAS, the Consolidated Plan FY 2023 Annual Action Plan includes and was developed within a framework of a citizen participation plan, requiring consultation with citizens and other social service and housing agencies; and

WHEREAS, the Consolidated Plan FY 2023 Annual Action Plan was available for a 30-day public review and comment period beginning June 15, 2022 and ending July 15, 2022; and

WHEREAS, the CDBG entitlement, estimated program income, the HOME, ESG, and HOPWA entitlement grants must be appropriated in the FY 2023 Operating Budget for HCD;

NOW, THEREFORE, BE IT RESOLVED that the Council and the City of Memphis hereby adopt and approve the proposed Consolidated Plan FY 2023 Annual Action Plan.

BE IT FURTHER RESOLVED that there be and is hereby accepted and appropriated the amount of **\$13,845,328.00** by federal resources for FY 2023, including Community Development Block Grant (CDBG) funds, Projected Program Income from CDBG and HOME, HOME Program funds, Emergency Solutions Grant (ESG) funds, and Housing Opportunities for Person With AIDS (HOPWA) chargeable to the FY 2023 Operating Budget and credited as follows:

Program Name	Estimated Funds	Percent of Total
CDBG Program	\$6,397,301.00	46%
Projected CDBG Program Income	\$ 881,420.00	7%
HOME Program	\$2,097,404.00	15%
Projected HOME Program Income	\$737,919.00	5%
ESG Program	\$578,222.00	4%
HOPWA	\$3,153,062.00	23%
TOTAL	\$13,845,328.00	100%

- *Figures are rounded to the nearest whole number.*

**RESOLUTION APPROVING PROPOSED CONSOLIDATED PLAN
FY 2023 ANNUAL ACTION PLAN
AND APPROPRIATING FEDERAL ENTITLEMENT FUNDS TO THE FY 2023
HOUSING AND COMMUNITY DEVELOPMENT BUDGET**

WHEREAS, the purpose of the City of Memphis' Consolidated Plan for Housing and Community Development is to foster the development of viable urban neighborhoods that include decent housing for everyone, a suitable living environment, and expanded economic opportunities, especially for low and moderate-income citizens; and

WHEREAS, specific projects and activities within the Consolidated Plan FY 2023 Annual Action Plan address the needs of low and moderate-income persons through goals, objectives, priorities, and strategies for housing, community and public services, assistance for the homeless and special needs populations, neighborhood, economic and community development; and

WHEREAS, projects and activities proposed to be implemented in the Consolidated Plan FY 2023 Annual Action Plan will draw upon and augment the resources of the public, private, and nonprofit sectors to meet low and moderate income needs in the community; and

WHEREAS, the plan contains a description of anticipated federal, state, and local housing resources for FY 2023, including Community Development Block Grant (CDBG) funds received under Title I of the Housing and Community Development Act of 1974, HOME funds received under Title II of the National Affordable Housing Act of 1990, Emergency Solutions Grant (ESG) funds authorized under the HEARTH Act of 2009, and Housing Opportunities for Person With AIDS (HOPWA) funds, as shown in the following tables:

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Program Income (HOME)	\$737,919.00	5%
Emergency Solutions Grant Program (ESG)	\$578,222.00	4%
HOPWA	\$3,153,062.00	23%
TOTAL	\$13,845,328.00	100%

; and

WHEREAS, the plan identifies and describes the following priority areas of projects and activities to be implemented in FY 2023 by the federal entitlement funds received from the U.S Department of Housing and Urban Development (HUD):

FY 2023 Priority Areas

Priority Need Category	Proposed Expenditures	Percentages
Housing	\$3,597,639.00	26%
Homeless	\$839,855.00	6%
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Neighborhood, Economic, & Community Development	\$4,167,258.00	30%
General Administration & Planning	\$1,832,105.00	13%
TOTAL	\$13,845,328.00	100.00%

; and

WHEREAS, the Consolidated Plan FY 2023 Annual Action Plan includes and was developed within a framework of a citizen participation plan, requiring consultation with citizens and other social service and housing agencies; and

WHEREAS, the Consolidated Plan FY 2023 Annual Action Plan was available for a 30-day public review and comment period beginning June 15, 2022 and ending July 15, 2022; and

WHEREAS, the CDBG entitlement, estimated program income, the HOME, ESG, and HOPWA entitlement grants must be appropriated in the FY 2023 Operating Budget for HCD;

NOW, THEREFORE, BE IT RESOLVED that the Council and the City of Memphis hereby adopt and approve the proposed Consolidated Plan FY 2023 Annual Action Plan.

BE IT FURTHER RESOLVED that there be and is hereby accepted and appropriated the amount of **\$13,845,328.00** by federal resources for FY 2023, including Community Development Block Grant (CDBG) funds, Projected Program Income from CDBG and HOME, HOME Program funds, Emergency Solutions Grant (ESG) funds, and Housing Opportunities for Person With AIDS (HOPWA) chargeable to the FY 2023 Operating Budget and credited as follows:

Program Name	Estimated Funds	Percent of Total
CDBG Program	\$6,397,301.00	46%
Projected CDBG Program Income	\$ 881,420.00	7%
HOME Program	\$2,097,404.00	15%
Projected HOME Program Income	\$737,919.00	5%
ESG Program	\$578,222.00	4%
HOPWA	\$3,153,062.00	23%
TOTAL	\$13,845,328.00	100%

- *Figures are rounded to the nearest whole number.*



JIM STRICKLAND
MAYOR

August 16, 2022

The Honorable Michalyn Easter-Thomas, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Queen Titilé Keskessa

be appointed to the Memphis & Shelby Downtown Mobility Authority with a term expiration date of December 31, 2027.

I have attached biographical information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Strickland'. The signature is written over the printed name and title below it.

Jim Strickland
Mayor

JSS/sss

Cc: Council Members

MEMPHIS AND SHELBY COUNTY DOWNTOWN MOBILITY AUTHORITY

7 Member Board

(3) City & (3) County (1) Joint Appointment

6 Year Term

Purpose:

The mission of the Downtown Mobility Authority (formerly known as the Downtown Parking Authority) is to use public parking as a catalyst for development, and to ensure that there is an adequate supply of public parking to support a growing Downtown. The DMA establishes parking and mobility policies and coordinates parking management.

Vacancy (Goldin)	F/W	12-31-21
Elliot Embry	M/W	12-31-27
Green, Travis	M/B	12-31-23

Joint Appointment: West, Robert Wayne	M/W	12/4/23
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Updated 080522



JIM STRICKLAND
MAYOR

August 16, 2022

The Honorable Michalyn Easter-Thomas, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Gideon Sarpong

be jointly appointed to the Memphis & Shelby County Air Pollution Control Board with a term expiration date of October 24, 2022.

I have attached biographical information.

Sincerely,

Jim Strickland
Mayor

JSS/sss

Cc: Council Members

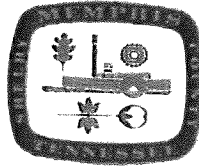
MEMPHIS & SHELBY COUNTY AIR POLLUTION CONTROL BOARD
9 Member Board
(8) Jointly Appointed by City of Memphis & Shelby County Mayors
(1) Appointed by the Executive Committee of the Memphis Area
Association of Governments
4 Year Term

Purpose:

To grant, deny, or revoke variance applications

Boyd, Doris F.	F/B	08-14-21
Vacancy-Citizen at large	M/W	10-24-21
Lin, Louie	M/A	08-29-21
Tidquist, Eric	M/W	08-29-20
Vacancy	M/W	10-24-22
Womack, Randall	M/W	10-24-22
Douglas Dugard	M/W	08-29-17
Vacancy –Medical Dr. position		08-29-20
Harvell, George R.	M/W	MAAG appointee No Expiration

Updated 12-27-20



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

This resolution amends the FY23 CIP Budget by accepting and appropriating Railroad Safety Improvement funds from TDOT for Traffic Signal Improvements at Various Locations along Riverside Dr.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

This project is being initiated by the Division of Engineering.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This project does not involve a change to an existing ordinance or resolution.

4. State whether this will impact specific council districts or super districts.

This project is in Council District 6 and Super District 8

5. State whether this requires a new contract, or amends an existing contract, if applicable.

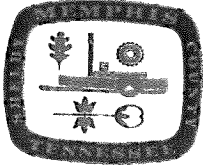
A Grant Agreement with the Tennessee Department of Transportation will be required.

6. State whether this requires an expenditure of funds/requires a budget amendment

This project does require an amendment to the FY 2023 CIP Budget and an allocation of \$276,106.75 for a local match.

7. If applicable, please list the MWBE goal and any additional information needed

The MWBE Goal for this project has not been set at this point.



A Resolution to amend the Fiscal Year 2023 CIP Budget by accepting and appropriating Railroad Safety Improvement funds from the Tennessee Department of Transportation (TDOT) for Traffic Signal Improvements at Various Locations along Riverside Dr. (EN01114)

WHEREAS, the City of Memphis, Division of Engineering has received notification from the Tennessee Department of Transportation (TDOT) related to required safety improvements at various intersections adjacent to railroad crossings along Riverside Dr.; and

WHEREAS, the City of Memphis will enter into a grant agreement with the Tennessee Department of Transportation (TDOT) to add new Traffic Signals at the intersections of Monroe at Riverside Dr. and Court at Riverside Dr., as well as improve the Traffic Signal at the intersection of Union at Riverside Dr.; and

WHEREAS, it is necessary to accept One Million, One Hundred Four Thousand, Four Hundred Twenty-Seven Dollars and 00/000 (\$1,104,427.00) in grant funding and amend the Fiscal Year 2023 CIP Budget to establish funding for Traffic Signal Improvements at Various Locations along Riverside Dr. (EN01114); and

WHEREAS, a 20% local match in the amount of Two Hundred Seventy-Six Thousand, One Hundred and Six Dollars and 75/000 (\$276,106.75) will be required for this project; and

WHEREAS, it is necessary to appropriate funding in the sum amount of One Million, Three Hundred Eighty Thousand, Five Hundred Thirty-Three Dollars and 75/000 (\$1,380,533.75) for Traffic Signal Improvements at Various Locations along Riverside Dr. (EN01114)

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that Railroad Safety Improvement funding in the amount of One Million, One Hundred Four Thousand, Four Hundred Twenty-Seven Dollars and 00/000 (\$1,104,427.00) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the fiscal year 2023 CIP Budget be and is hereby amended by allocating and appropriating Two Hundred Seventy-Six Thousand, One Hundred and Six Dollars and 75/000 (\$276,106.75) in GO Bond funding for the Local Match.

BE IT FURTHER RESOLVED, that the fiscal year 2023 CIP Budget be and is hereby amended by appropriating the Expenditures and Revenues for Traffic Signal Improvements at Various Locations along Riverside Dr. in the amount of One Million, Three Hundred Eighty Thousand, Five Hundred Thirty-Three Dollars and 75/000 (\$1,380,533.75) as follows:

Revenue

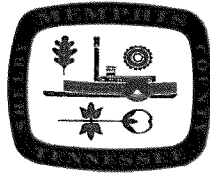
Tennessee Department of Transportation	\$1,104,427.00
GO Bond Local Match	<u>\$276,106.75</u>
	\$1,380,533.75

Expenditure

Contract Construction	\$1,380,533.75
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Council Resolution Caption (Riverside Traffic Signals)

Resolution amending the FY23 CIP Budget by accepting and appropriating Railroad Safety Improvement funds from the Tennessee Department of Transportation (TDOT) for Traffic Signal Improvements at Various Locations along Riverside Dr. (EN01114)



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

This is a resolution to transfer and appropriate construction funds in the amount of \$845,830.00 to fund the repair of Humphreys Boulevard Bridge over Sweetbriar Creek; ST Bridge Repairs, Project Number ST17110.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Public Works at the recommendation of the Engineering Division

3. State whether this is a change to an existing ordinance or resolution, if applicable.

NA

4. State whether this will impact specific council districts or super districts.

This project is located in Council District 2 and Super District 9.

5. State whether this requires a new contract, or amends an existing contract, if applicable.

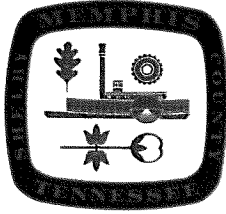
This will require a new contract. Low bidder was Chris-Hill Construction for \$768,940.

6. State whether this requires an expenditure of funds/requires a budget amendment

Estimated project will require construction funds of \$845,830 which includes a 10% contingency. Funds to be allocated and appropriated from ST03216 Bridge Repair ST.

7. If applicable, please list the MWBE goal and any additional information needed

Recommend MWBE goal is split. MBE goal of 9% and WBE goal of 1% was achieved.



RESOLUTION

This is a resolution to transfer and appropriate construction funds in the amount of \$845,830.00 to fund the repair of Humphreys Boulevard Bridge over Sweetbriar Creek Wingwall Replacement; ST Bridge Repairs, Project Number ST17110. This project is in Council District 2 and Super District 9.

WHEREAS, the Council of the City of Memphis approved Bridge Repair ST, Project Number ST03216 and ST Bridge Repairs, Project Number ST17110 as part of the Public Works Fiscal Year 2022 Capital Improvement Budget; and

WHEREAS, bids were received for the repair of Humphreys Boulevard Bridge over Sweetbriar Creek Wingwall Replacement with the lowest complying bid being \$768,940 submitted June 1, 2022 by Chris-Hill Construction with a ten percent project contingencies; and

WHEREAS, it is necessary to transfer a construction allocation of \$845,830 funded by Storm Water Revenue Bonds from Bridge Repair ST, Project Number ST03216 to ST Bridge Repairs, Project Number ST17110 for the purpose stated above; and

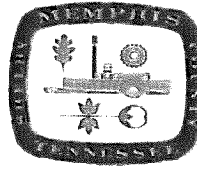
WHEREAS, it is necessary to appropriate \$845,830 funded by Storm Water Revenue Bonds in ST Bridge Repairs, Project Number ST17110 as follows:

Contract Amount	\$768,940.00
Project Contingencies	<u>\$76,890.00</u>
Total Amount	\$845,830.00

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring a construction allocation in the amount of \$845,830 funded by Storm Water Revenue Bonds from Bridge Repair ST, Project Number ST03216 to ST Bridge Repairs, Project Number ST17110 for the purpose stated above.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$845,830 funded by Storm Water Revenue Bonds chargeable to the FY 2023 Capital Improvement Budget and credited as follows:

Project Title:	ST Bridge Repairs
Project Number:	ST17110
Amount:	\$845,830.00



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution approving the Lease of the Premises to Jason Chrestman for the purpose of for hay cutting approved by the Board of Commissioners of the Port Commission on June 15, 2022 (Request for same night minutes).

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis and Shelby County Port Commission

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This is not a change to an existing ordinance or resolution.

4. State whether this will impact specific council districts or super districts.

Council District 6 and Super District 8

5. State whether this requires a new contract, or amends an existing contract, if applicable.

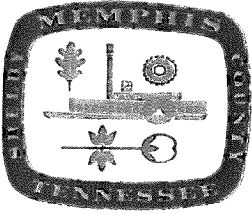
new contract.

6. State whether this requires an expenditure of funds/requires a budget amendment

This does not require expenditure of funds nor a budget amendment.

7. If applicable, please list the MWBE goal and any additional information needed

N/A



City Council Resolution

**A Resolution APPROVING LEASE AGREEMENT WITH
Jason Chrestman**

WHEREAS, the Memphis and Shelby County Port Commission (the "Commission"), the City of Memphis and Shelby County (the "Lessors") are the owners of approximately 330 acres, more or less, along portions of an 11-mile-long main line levee on the Pidgeon Industrial Area situated in the City of Memphis, County of Shelby, State of Tennessee (the "Premises"); and

WHEREAS, Jason Chrestman ("Lessee") desires to lease said Premises for hay cutting pursuant to a response to a Request for Proposals issued by the Commission ("the Lease"); and

WHEREAS, the Memphis and Shelby County Port Commission approved the Lease at its meeting of June 15, 2022; and

WHEREAS, said proposed Lease is in the best interests of the Memphis and Shelby County Port Commission and promotes the economic development of the Industrial Subdivision and the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MEMPHIS, on recommendation of the Memphis and Shelby County Port Commission, that the proposed Lease Agreement with Jason Chrestman is hereby approved.

BE IT FURTHER RESOLVED, By the Council of the City of Memphis that the appropriate officials of the City of Memphis be hereby authorized to execute same.

BE IT FURTHER RESOLVED, that this action is subject to concurrence by Shelby County.

**RESOLUTION AUTHORIZING THE MEMPHIS AND SHELBY COUNTY PORT
COMMISSION TO ENTER LEASE WITH JASON CHRESTMAN OF LAND
SITUATED IN THE FRANK C. PIDGEON INDUSTRIAL AREA**

WHEREAS, the Memphis and Shelby County Port Commission (the “Commission”), the City of Memphis and Shelby County (the “Lessors”) are the owners of approximately 330 acres, more or less, along portions of an 11-mile-long main line levee on the Pidgeon Industrial Area situated in the City of Memphis, County of Shelby, State of Tennessee (the “Premises”); and

WHEREAS, Jason Chrestman (“Lessee”) desires to lease said Premises for hay cutting pursuant to a response to a Request for Proposals issued by the Commission (“the Lease”); and

NOW THEREFORE, the Lessors approve the Lease of the Premises to Lessee for the purpose as stated under the following terms and conditions:

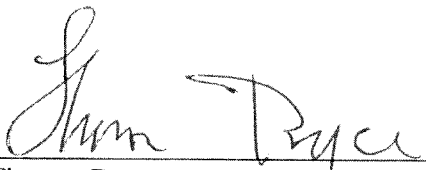
1. The Lease shall be for a term of five (5) years commencing on July 1, 2022 and terminating on June 30, 2027. If not in default, Lessee, upon approval by the Lessors, shall have the option of renewing the Lease for one (1) additional, successive term of three (3) years by giving notice of the exercise of such renewal to Lessors not less than six (6) months prior to the expiration of the expiring term.

2. The rental payment shall be Three Thousand, Six Hundred and Fifty and 00/100 Dollars (\$3,650.00) per year.

3. The Commission recommends that the City of Memphis and the County of Shelby, as joint owners also approve the lease.

4. The Chairman and any other officer of the Commission are authorized to execute any and all documents related to the Lease contemplated by this Resolution.

Approved: June 15, 2022



Thomas Dyer
Port Commission Board Chairman

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made and entered into as of this ____ day of _____, 2022, by and between the **MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, an organization created by Chapter 500 and 529 of the Private Acts of Tennessee of 1947, as amended, **ECONOMIC DEVELOPMENT GROWTH ENGINE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE** ("EDGE"), the **CITY OF MEMPHIS**, a municipal corporation, and the **COUNTY OF SHELBY**, one of the counties of the State of Tennessee, (hereinafter referred to as "Lessors") and **JASON CHRESTMAN**, a Tennessee resident, (hereinafter referred to as "Lessee").

W I T N E S S E T H:

WHEREAS, the Lessors are the owners and have management and control of certain lands situated, Consisting of approximately 330 acres, more or less, along portions of an 11-mile-long main line levee on the Pidgeon Industrial Area shown on the map hereto attached and incorporated as Exhibit A ("Leased Premises").

WHEREAS, Lessee desires to lease the Leased Premises for the use and purposes and for the rental and upon the terms and conditions hereinafter set forth:

NOW THEREFORE, in consideration of the premises, the mutual advantage accruing each to the other, and for good and valuable consideration, the adequacy of which and the receipt of which the parties hereto acknowledge from the other, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on July 1, 2022 (the "Effective Date") and shall be for an initial period of five (5) years.

2. Rental.

(a) The rental for the initial period from **July 1, 2022 through June 30, 2027** is **three thousand six hundred and fifty and no/100 Dollars (\$3,650.00)** each year, which first year rental is to be paid on July 1, 2022. If not in default, Lessee, upon approval by Lessors, shall have the option of renewing this Agreement for one (1) additional, successive term of three (3) years by giving notice of the exercise of such renewal to Lessors not less than six (6) months prior to the expiration of the expiring term. Unless advised to the contrary in writing, Lessee shall make all rental payments to the Memphis and Shelby County Port Commission, 1115 Riverside Boulevard, Memphis, Tennessee 38106-2504.

(b) The Lessee hereby agrees to be responsible for any and all property taxes and/or special assessments which are now assessed or hereafter assessed against the Leased Premises or any improvements hereafter installed by Lessee on the Leased Premises during the term of this Agreement and any extended terms thereof. It is specifically recognized and agreed that in the event property taxes and/or special assessments are not specifically assessed against the Leased Premises, then Lessee will be responsible only for the pro-rata share of the assessment based on the percentage the Leased Premises bares

to the entirety of the assessed area.

(c) Lessee shall pay for all necessary utility services and all other services and installations to the Leased Premises required for its use of the premises. Lessee at its expense shall promptly make and pay for all necessary repairs and replacements to the Leased Premises whether interior, exterior, or underground, ordinary or extraordinary, or structural or non-structural, including the reimbursement to Lessors or its tenants for any crop losses, fence damage or other damages due to its activities on the Leased Premises. The Lessee shall at all times during the lease term, at its expense, put and maintain in thorough repair and in good and safe condition all improvements on the Leased Premises and equipment and appurtenances, both inside, outside and underground, structural and non-structural, extraordinary and ordinary, however the necessity or desirability for repairs may occur and regardless of whether necessitated by wear, tear, obsolescence, or defects, latent or otherwise. The quality and class of all repairs and replacements shall be equal to that of the original work and Lessee shall maintain the Leased Premises in good repair and in at least as good as condition as that in which they were delivered, normal wear and tear resulting from activities unassociated with Lessee's activities excepted. Lessee shall, at the expiration or earlier termination of this Agreement, surrender the Leased Premises in at least as good as condition as that in which they were delivered, normal wear and tear resulting from activities unassociated with Lessee's activities excepted.

3. Grant and Lease. The Lessors do hereby grant, demise and lease unto the said Lessee the Leased Premises owned, controlled or to which the Lessors are authorized to lease to third parties and described on Exhibit A attached, situated in the City of Memphis, County of Shelby, State of Tennessee in its "as is, where is" condition and "with all faults," for the purpose of agricultural and pasturage operations.

4. Improvements and Usage.

(a) The Lessee will not make or permit to be made any alterations, additions, or additional permanent improvements to said premises, nor assign, mortgage, or pledge this Lease, nor sublet the whole or any part of the premises without the Lessors' written consent. Consent by the Lessors shall apply totally to the particular transaction consented to and shall not constitute a waiver by the Lessors of the provisions of this Lease. Any transfer or assignment of this Lease or any interest hereunder or subleasing shall be subject to the terms of the Lease and not relieve the Lessee of its liability for payment of the rent or performance of any covenant or other obligation imposed by Lessee by this Lease.

(b) The Lessee shall maintain all of the improvements now on the Leased Premises and return them to the Lessors at the termination of this Lease, or any extensions thereof, in as good condition as when received, reasonable wear and tear and damage by fire, unless caused by Lessee's negligence, or the elements or Acts of God, excepted. So long as Lessee shall not be in default in the performance of its obligations under this Lease, Lessors agree that they will keep Lessee in the sole, quiet and peaceful possession of said premises.

(c) All improvements which are desired by Lessee and made upon the premises by him, shall be installed and maintained at Lessee's expense. No alteration, addition or improvement to the leased property shall be made by the Lessee without the written consent of the Lessors. Any alterations, addition or improvements made by the Lessee after such consent shall have been given, and any fixtures

installed as part hereof, at once become the absolute property of the Lessors without payment of any kind therefore.

(d) Lessee shall use the Leased Premises solely to cut the grass for hay. Lessee shall not allow any grazing of the Leased Premises nor shall it use the Leased Premises for any other purpose, commercial or otherwise, including, but not limited to, use of Leased Premises to raise any other crop or to ride any vehicles or animals on the Leased Premises. No fires may be built on the Leased Premises. Additionally, Lessee shall not operate or permit to be operated upon the Leased Premises any type of hunting or any private or commercial fishing, or permit the operation of any facilities for any type of fishing or hunting. Lessor shall post "No Hunting" signs so as to adequately serve notice that no hunting is allowed. Controlled hunting under any circumstances requires written consent of the Memphis and Shelby County Port Commission.

(e) The Permittee agrees to the following performance standards. The entire levee will be cut at least 2 times a year. The Permittee agrees to weed spray the entire levee annually at the Permittees expense. The Permittee will bushhog any locations with the cutting area that are not harvested. The Permittee is responsible for repair of damage to the cutting area and/or Levee Road caused by the operations of the Permittee. All harvesting and removal of all hay bales shall be completed by October 31st of the current year.

(f) No land will be cleared or timber cut regardless of size nor any wildlife habitat unnecessarily disturbed without the written consent of the Memphis and Shelby County Port Commission. Lessee shall commit no waste or contamination of the Leased Premises and shall not dispose of petroleum products or agricultural chemicals in an unauthorized or unlawful manner and it shall be Lessee's duty and right to prevent the use of any portion of the Leased Premises by unauthorized persons. However, Lessee is expected to utilize fertilizer and other ordinary chemicals on the Leased Premises to stimulate the growth of grass for hay. Tenant may also use fertilizer and other ordinary chemicals at framers' discretion on the Leased Premises to control weeds in the grass.

5. Signage. No sign of any type, except that described above in Section 4(d), will be placed on any portion of the Leased Premises without the express written consent of the Port Commission regarding the size, general design and placement of said sign. Any such signs shall be used exclusively by Lessee to advertise Lessee's own business. Upon the expiration of this Agreement or any extension thereof, Lessee, at Lessee's expense, shall remove all signs placed or erected on the said Leased Premises during the term of this Agreement, and repair all damage to the Leased Premises due to the erection and subsequent removal of same.

6. Transfer. Lessee may not sell, transfer, or assign this Agreement or any interest of Lessee hereunder or sublease the whole or part of the Leased Premises to any person or entity without the prior written approval of the Port Commission. Any transfer or assignment of this Agreement or any interest hereunder or subleasing shall be subject to the terms of this Agreement and not relieve the Lessee of its liability for payment of the rent or performance of any covenant or other obligation imposed upon Lessee by this Agreement.

7. Indemnity. Lessee shall, at all times prior to the termination of the Lease and to the delivery to Lessors of possession of the demised premises and all improvements thereon, indemnify Lessor against all liability, loss, cost, damage, expense or penalty sustained by Lessor, including attorneys' fees and other expenses of litigation, arising during the lease term prior to termination of the lease and delivery to Lessors of possession of the premises:

(a) For any violation of any law of the United States, the State of Tennessee, or any of the local laws, County and City, if occasioned by the neglect and fault of Lessee or of those holding or occupying under Lessee.

(b) Arising out of, or directly or indirectly due to, any accident or other occurrence causing injury to any person or persons (including death) or property resulting from the use, occupancy, maintenance or repair of the demised premises or any part thereof, by Lessee or by any person or persons holding or occupying under or employed by Lessee.

(c) On account of or through the use, occupancy, maintenance, or repair of the demised premises or improvements or any part thereof by Lessee or by any other person or persons holding or occupying under or employed by Lessee for any purpose inconsistent with the provisions of this Lease.

(d) Arising out of, or directly or indirectly due to, any failure of Lessee in any respect promptly and faithfully to satisfy their obligations under this Lease.

(e) Against all liens and charges of any and every nature that may at any time be established against the Leased Premises or any improvements thereon or any part thereof as a consequence, direct or indirect, of any act or omission of Lessee or any person or persons holding or occupying under or employed by Lessee or as a consequence, direct or indirect, of the existence of Lessee's interest under this Lease, except that Lessee shall not be liable for any income tax that may be imposed on Lessors as a result of Lessee's payment of rent to Lessors .

(f) On account of Lessee's failure to comply with its obligations under paragraph 18 herein including the Applicable Environmental Laws.

(g) Except as otherwise provided herein, Lessors shall not be responsible for any damage occasioned by Lessee; for loss of profits, lack of accessibility to Leased Premises, to equipment or otherwise, by any action of the Mississippi River or its backwaters, including flood, except as otherwise provided herein.

8. Condemnation.

(a) If the whole of the Leased Premises, or such portion thereof as will render the premises unsuitable for the purposes herein leased, is taken or condemned for any public use or purpose by any legally constituted authority, then in either of such events, this Lease shall cease from the time when possession was taken by such public authority and rents shall be accounted for between Lessors and Lessee, as of such date. Such termination shall be without prejudice to the rights of either Lessors or Lessee to

recover compensation for any loss or damage caused by such condemnation. Neither Lessors nor Lessee shall have any right in or to any award made to the other by the condemning authority.

(b) In the event that the Leased Premises demised, or any part thereof, are partially taken or condemned for any public use or purpose by any legally constituted authority, but not thereby rendered unsuitable for the purposes for which leased, then, Lessee shall receive a fair and proper abatement of rental as provided in Section 8(d) from and after the time when possession was taken by such public authority.

(c) Should the Lessors need any portion of the Leased Premises in connection with the development, operation, management and control of any of the properties under the jurisdiction of the Memphis and Shelby County Port Commission prior to the termination of the Lease, any portion of the property so required shall be surrendered immediately by the Lessee and an adjustment in rent shall be made in accordance with Section 8(d) hereof. If such surrender occurs, Lessors shall pay Lessee the fair market value of any unharvested crops located on Leased Premises and planted by Lessee during the current year only and, upon such payment, all such unharvested crops shall become the property of the Lessors.

(d) In the event it is necessary to adjust the rent or compensate Lessee for land required by Lessors as provided in Paragraphs 8(a), (b) and (c) of this Agreement, and the parties are unable to agree upon a fair and equitable compensation, including, but not limited to crop loss, then either party may request mediation to resolve the question regarding the fair adjustment or compensation with such mediator to be agreed upon by the parties. The expenses of mediation shall be shared equally by the Lessors and the Lessee. Neither party shall be prohibited from filing an action in a court of competent jurisdiction in the event mediation efforts are unsuccessful.

9. Lessor's Use of Leased Premises. If Lessors need any portion of the Leased Premises in connection with the development, operation, management and control of any of the properties under the jurisdiction of the Port Commission prior to the termination of this Agreement, any portion of the Leased Premises so required shall be surrendered immediately by the Lessee and an adjustment in the rent described herein shall be made. If such surrender to Lessors occurs, Lessors shall pay Lessee the fair market value of any unharvested crops located on the Leased Premises and planted by Lessee during the current year only and, upon such payment, all such unharvested crops shall become the property of Lessors.

10. Insurance.

(a) Lessee at its own risk and expense, during the period of this Lease or any extended term of this Lease, shall provide liability insurance in the minimum amounts of TWO MILLION DOLLARS (\$2,000,000) combined single limits covering property damage and bodily injury with the CITY OF MEMPHIS, COUNTY OF SHELBY, MEMPHIS AND SHELBY COUNTY PORT COMMISSION, and ECONOMIC DEVELOPMENT GROWTH ENGINE (EDGE) named as an additional insured; this policy will fully protect Lessors from any and all claims for damages to property or persons, including death, which may arise from Lessee's or any sublessee's operations on the Leased Premises or adjacent thereto, whether such operations are by Lessee or by anyone directly or indirectly employed or licensed by Lessee or by anyone directly or indirectly employed or licensed by Lessee or acting under Lessee's authority or

orders. Further, this policy shall be written with insurance companies satisfactory to the MEMPHIS AND SHELBY COUNTY PORT COMMISSION.

(b) Upon the execution of this Lease, the Lessee shall deliver to Lessors certificates of insurance certifying that such insurance is in full force and effect and naming Lessors as additional insured.

(c) At least thirty (30) days prior to the expiration of any policy of insurance the Lessee is obligated to carry under this Lease, the Lessee shall furnish a binder to the Lessors renewing each such policy. Each policy and/or binder shall provide for at least thirty (30) days' notice to the Lessors of any change or cancellation thereof. Lessee shall promptly deliver to Lessors a certificate from the insurance carrier evidencing the renewal of the policy and the payment of premium.

(d) At least thirty (30) days prior to the Effective Date, the Lessee shall deliver to Lessors certificates of insurance which satisfy the conditions of sub-paragraph (a) of this paragraph and which certifies that such insurance is in full force and effect.

(e) Lessors may at any time upon reasonable notice and at principal office where such items are normally maintained, review and inspect pertinent sections of all required policies under this Agreement.

11. Inspections.

(a) Lessors and their agents, surveyors, and workmen may at all reasonable times during the term hereof, enter upon the subject premises to inspect the same and to cut and remove any and all timber and other trees. Lessors shall have the right to go upon said premises at any time and perform such work thereon as they may deem advisable, which does not prevent the Lessee from carrying out the terms and conditions of this Lease.

(b) Lessors reserve the right of ingress and egress over and across the Leased Premises for property protection, maintenance, and showing sites to prospective industrial users. This Lease is subject to any existing easements or uses of record in the Register's Office of Shelby County, Tennessee, and the rights of ingress and egress are reserved for the holders of these easements.

12. Default.

1. In case Lessee, during the term of this Agreement shall cause a default hereunder by committing one or more of the following:

- (a) file a voluntary petition in bankruptcy or if proceedings be instituted by anyone to adjudge Lessee a bankrupt; or
- (b) make an assignment for the benefit of creditors; or
- (c) be adjudicated a bankrupt; or

- (d) be declared insolvent; or
- (e) abandon the Leased Premises; or
- (f) fail to perform any material part of this Agreement including the payment of rent heretofore agreed following 60 days prior written notice from Lessors;

and such default shall continue for fifteen (15) days after the Memphis and Shelby County Port Commission has given written notice of such default to Lessee, then and henceforth, in any of said events, the Memphis and Shelby County Port Commission at its option has the right to cancel this Lease or the Memphis and Shelby County Port Commission may reenter and resume possession of same, and may, at its option, relet premises as agent of Lessee but in name of Lessor and receive rent thereof, applying the same, the first, to payment of expenses to which it may be put in reentering and reletting, and then to payment of rent due by these presents, remainder, if any, to be paid over to Lessee, who shall be liable for any deficiency, the execution of a new lease for the same premises being permitted without terminating Lessee's liability or obligation hereunder. The Lessee waives service of any notice of intention to reenter, or of instituting legal proceedings to that end.

- 2. The right in the Lessors to cancel this Lease as herein set forth is in addition to and not in exhaustion of such rights that the Lessors have or causes of action that may accrue to the Lessors because of the Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this Lease, and the exercise or pursuit by the Lessors of any of the rights or causes of action accruing hereunder shall not be in exhaustion of such other rights or causes of action that the Lessors might otherwise have.
- 3. If the Lessee defaults in the observance or performance of any term or covenant on the Lessee's part to be observed or performed under any of the terms or provisions in any paragraph of this Lease, the Lessors may immediately or at any time thereafter and without notice, perform the same for the account of the Lessee, and if the Lessors make any expenditures or incur any obligations for the payment of money in connection therewith, including, but not limited to, attorney fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by the Lessee to the Lessors.

13. Interest. Any rent or other sum (including taxes) payable to Lessors by Lessee under the terms of this Lease which Lessee does not pay within ten (10) days of the date it becomes due and owing shall bear interest in favor of Lessors from the due date at the rate of ten percent (10%) per annum.

14. Payment. No payment by Lessee, or acceptance by Lessors, of a lesser amount of rent than shall be due from Lessee to Lessors shall be treated otherwise than as a payment on account. The acceptance by Lessors of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check that such lesser amount shall constitute payment in full, shall be given no effect and Lessors may accept such payment without prejudice to any other rights or remedies which Lessors may have against Lessee. Any payment, however designated, may be accepted by Lessors and applied against any part of Lessee's then existing and then due rent obligations, and Lessors may apply such payment

against any sum then due or may retain such payment (without interest) as a credit against Lessee's accruing future obligations.

15. Rights. The right in the Lessors to terminate this Agreement as herein set forth is in addition to and not in exhaustion of such rights that the Lessors have or causes of action that may accrue to the Lessors because of the Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this Agreement, and the exercise or pursuit by the Lessors of any of the rights or causes of action accruing hereunder shall not be in exhaustion of such other rights or causes of action that the Lessors might otherwise have.

16. Waivers. It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

17. Collection Costs. Lessee agrees to pay all reasonable costs of collection, including reasonable attorney's fees, if all or any part of the rent reserved herein is collected after maturity with the aid of an attorney; also, Lessee agrees to pay reasonable attorney fees in the event that it becomes necessary for Lessors to employ an attorney to enforce any of the covenants, obligations or conditions imposed in this Agreement.

18. Compliance with Laws. The Lessee shall comply with and cause to be complied with, all statutes, regulations, ordinances and other requirements of any government, whether federal, state or local, as amended from time to time, relating to the Leased Premises and the use there of or any part thereof, including, without limitation, 42 U.S.C. § 9601 et seq., 42 U.S.C. § 6901 et seq., 33 U.S.C. § 1251 et seq., T.C.A. § 68-212-201 et seq., T.C.A. § 68-212-101 et seq., T.C.A. § 68-215-101 et seq., T.C.A. § 69-3-101 et seq., and all other applicable federal, state and local health or environmental statutes and regulations. Lessee shall also comply with all restrictive covenants and other such restrictions of record and shall meet and comply with all requirements of federal and state common law, e.g. Statutes and Regulations and the Applicable Environmental Common Law together are referred to herein as the "Applicable Environmental Laws." Lessee covenants that all reporting requirements of Applicable Environmental Laws shall be complied with and all spills shall be cleaned and removed in a manner in compliance with the Applicable Environmental Laws even if Lessee is no longer in possession under this Lease.

19. Notices. Until further notice of change of address, any notice in writing given under this Agreement shall be sufficient if sent by mail, postage prepaid, and addressed as follows:

Lessors: Chairman
Memphis and Shelby County Port Commission
1115 Riverside Blvd.
Memphis, Tennessee 38106-2504

Lessee: Jason Chrestman
3087 Chism Lake Road
Ripley, TN 38063

20. Choice of Law and Venue. It is specifically agreed between the parties that this contract and the enforcement of any of the provisions thereof shall be construed and enforced in accordance with the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

21. Entire Agreement. This writing constitutes the entire agreement by and between the parties and no renewal, extension or amendment of this Agreement shall be binding unless in writing and signed by all of the parties hereto.

22. Binding Nature. This Agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials, duly authorized so to do, on the day and year indicated below.

[SIGNATURE PAGES TO FOLLOW]

ATTEST:

LESSOR:

MEMPHIS AND SHELBY COUNTY PORT
COMMISSION

Lorence Jones
Secretary-Treasurer

By:

Thom R. Dyer
Chairman

APPROVED AS TO FORM:

[Signature]
Port Commission Attorney

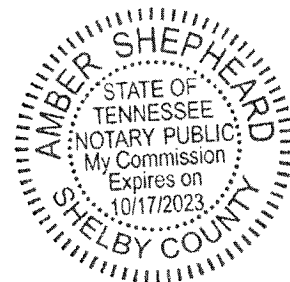
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **TOM D. DYER**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chairman of the Memphis and Shelby County Port Commission, created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, and that he as such chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Memphis and Shelby County Port Commission by himself as chairman.

WITNESS my hand and seal of office at Memphis, Tennessee, this the 15th day of June, 2022.

My commission expires October 17, 2022

Amber Shephard
Notary Public



LESSOR:

ATTEST:

CITY OF MEMPHIS

City Comptroller

By: _____
Jim Strickland, Mayor

APPROVED AS TO FORM:

City Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **Jim Strickland**, and with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the City of Memphis, a municipal corporation of the State of Tennessee, and that he as mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the _____ day of _____, 2022.

Notary Public

My commission expires: _____

APPROVED AS TO FORM
AND LEGALITY:

LESSOR:
COUNTY OF SHELBY

Contract Administrator
Assistant County Attorney

By: _____
Lee Harris, Mayor

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **Lee Harris**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the County of Shelby, State of Tennessee, and that he as such mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by himself as mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the _____ day of _____, 2022.

Notary Public

My commission expires: _____

LESSEE:

Jason Chrestman

By: Jason Chrestman

STATE OF TENNESSEE

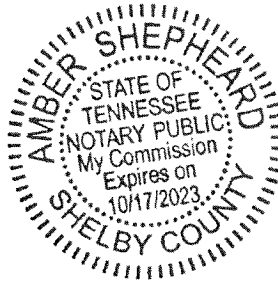
COUNTY OF Shelby

Before me, a notary public within and for said state and county, duly commissioned and qualified, personally appeared Jason Chrestman with whom I am personally acquainted, and who upon oath acknowledged himself to be **Jason Chrestman**, an individual and that he is authorized to execute the foregoing instrument for the purposes therein contained, by signing the document.

WITNESS my hand and seal of office at 1115 Riverside Blvd. 38106, this 17th day of May, 2022.

Amber Sheppard
Notary Public

My commission expires: 10/17/23



LESSOR:
ECONOMIC DEVELOPMENT GROWTH ENGINE
INDUSTRIAL DEVELOPMENT BOARD OF THE CITY
OF MEMPHIS AND COUNTY OF SHELBY,
TENNESSEE

By: _____
Al Bright, Jr.
Chairman

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **AL BRIGHT, JR.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, a public not-for-profit corporation of the State of Tennessee, the within named bargainor, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bargainor by himself as such officer.

WITNESS my hand and seal at office on this, the ____ day of _____, 2022.

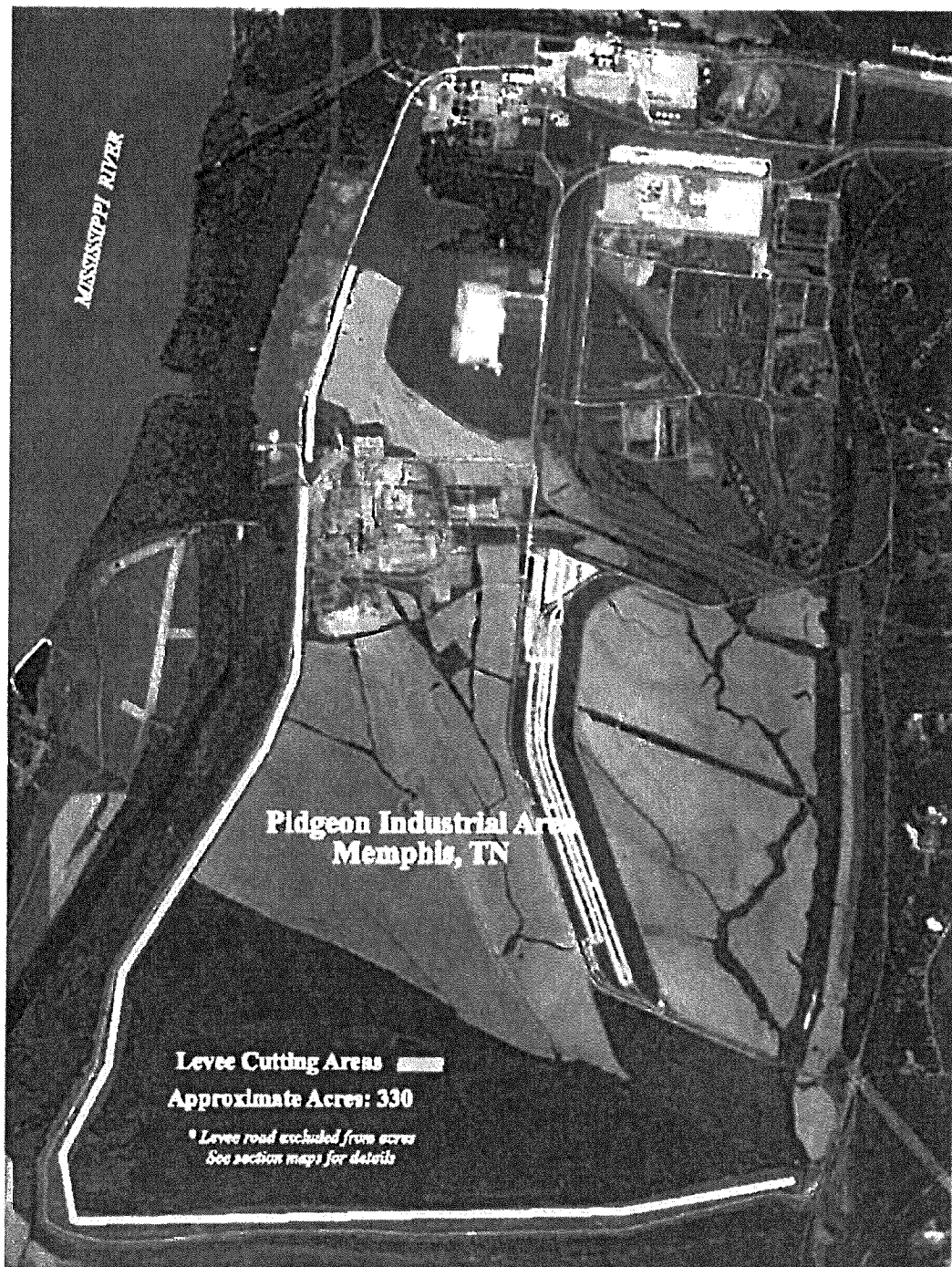
NOTARY PUBLIC

My Commission Expires:

Exhibit A

Leased Property to Follow

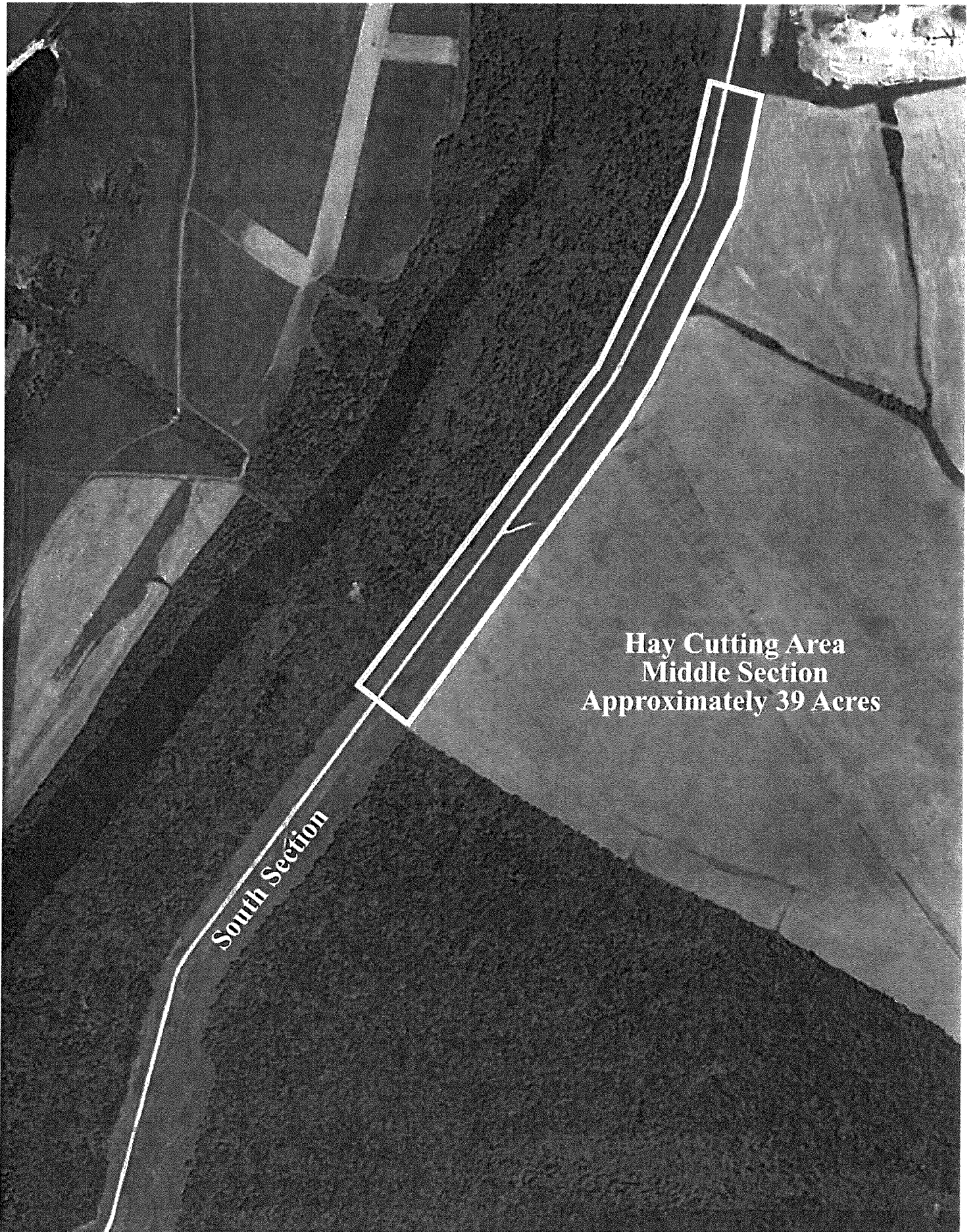
Exhibit A





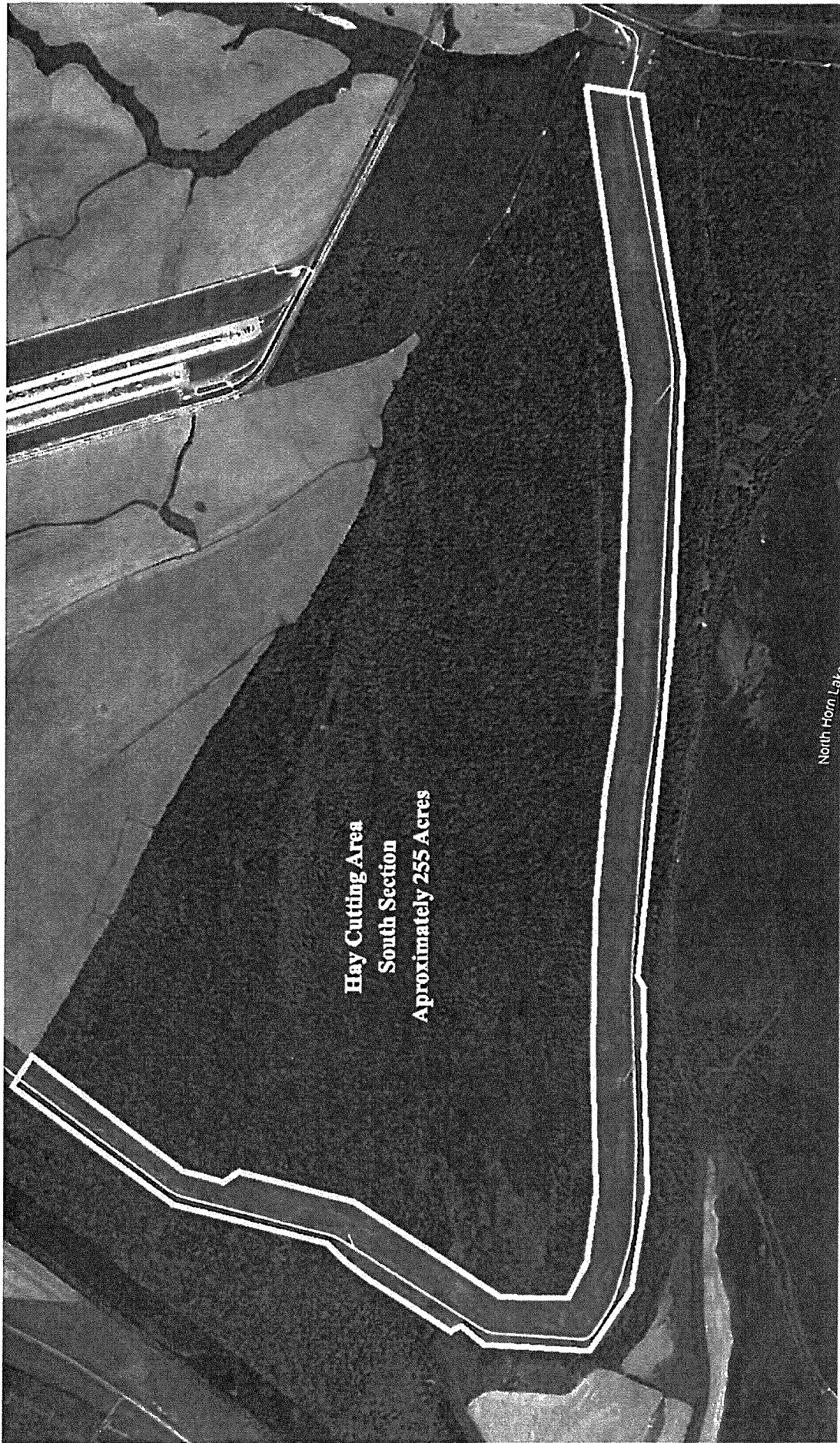
**Hay Cutting Area
North Section
36 Acres**

NUCOR



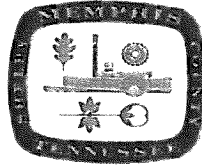
South Section

**Hay Cutting Area
Middle Section
Approximately 39 Acres**



Hay Cutting Area
South Section
Approximately 255 Acres

North Horn Lake



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution approving the Second Amendment to Lease Agreement between the Port Commission and Wepfer Marine, Inc. as approved by the Board of the Port Commission on June 15, 2022(Request for same night minutes).

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis and Shelby County Port Commission

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This is a change to an existing ordinance or resolution.

4. State whether this will impact specific council districts or super districts.

Council District 6 and Super District 8

5. State whether this requires a new contract, or amends an existing contract, if applicable.

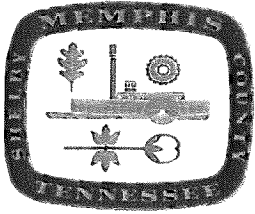
amends an existing contract.

6. State whether this requires an expenditure of funds/requires a budget amendment

This does not require expenditure of funds nor a budget amendment.

7. If applicable, please list the MWBE goal and any additional information needed

N/A



City Council Resolution

**A Resolution APPROVING LEASE AGREEMENT WITH
Wepfer Marine, Inc.**

WHEREAS, the Memphis and Shelby County Port Commission (the "Commission"), the City of Memphis and Shelby County are owners of land along McKellar Lake in the Memphis and Shelby County Industrial Subdivision in the City of Memphis, County of Shelby, State of Tennessee (the "Premises"); and

WHEREAS, the Commission along with the City of Memphis and Shelby County entered a Lease with Wepfer Marine, Inc. ("Wepfer") to lease said Premises for mooring rights ("the Lease"); and

WHEREAS, said Lease was for a term of five (5) years beginning April 1, 2007 with two (2) options to renew for five (5) years each ending on March 31, 2022; and

WHEREAS, the Lease was amended to add three (3) additional five (5) year automatic renewals on December 21, 2021; and

WHEREAS, Wepfer has requested a second amendment to the Lease to add 750 feet to the Premises thereby increasing the Premises from 1700 feet along McKellar Lake to 2450 feet; and

WHEREAS, the Commission approves a second amendment of the Lease of the Premises to Wepfer for the purpose as stated under the following terms and conditions:

1. The Lease shall be amended to add 750 feet to the Premises resulting in the Premises encompassing 2450 feet along McKellar Lake as shown in that survey by Ashworth Engineering dated September 17, 2021; and

WHEREAS, the Memphis and Shelby County Port Commission approved the Lease at its meeting of June 15, 2022; and

WHEREAS, said proposed Lease Amendment is in the best interests of the Memphis and Shelby County Port Commission and promotes the economic development of the Industrial Subdivision and the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MEMPHIS, on recommendation of the Memphis and Shelby County Port Commission, that the proposed Lease Agreement with Wepfer Marine, Inc. is hereby approved.

City Council Resolution

BE IT FURTHER RESOLVED, By the Council of the City of Memphis that the appropriate officials of the City of Memphis be hereby authorized to execute same.

BE IT FURTHER RESOLVED, that this action is subject to concurrence by Shelby County.

SECOND AMENDMENT TO LEASE FOR MOORING RIGHTS

This SECOND AMENDMENT TO LEASE FOR MOORING RIGHTS (this "Amendment") is made and entered into as of the ____ day of _____, 2022, by and between the MEMPHIS AND SHELBY COUNTY PORT COMMISSION, CITY OF MEMPHIS AND THE COUNTY OF SHELBY ("LESSORS") and WEPFER MARINE, INC. ("LESSEE").

RECITALS

A. WHEREAS, Lessors and Lessee entered into that certain Lease for Mooring Rights dated June 18, 2007 and amended on December 21, 2021, with respect to certain lands situated on President's Island in the County of Shelby, City of Memphis, State of Tennessee, as more particularly described in the Lease.

B. WHEREAS, Lessee and Lessors desire to amend the terms of the Lease as set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the covenants and premises contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by Lessee and Lessors, as follows:

LEASES

1. Defined Terms. All undefined capitalized terms in this Amendment shall have the same meanings as in the Lease, unless otherwise defined herein.

2. Amendment. The Lease is hereby amended to increase the land available to Lessee for mooring, from 1700 feet to 2450 feet thereby revising the Exhibit A - Memphis and Shelby County Port Commission Lease Area Description referred to in Section 3(a) of the Lease to reflect the 750' increase (revised Exhibit A attached). The Lease rent will be increased based on the addition being calculated using the current per linear foot rent on the existing frontage as provided in Section 2(a) and Exhibit B of the Lease.

3. Effect of Amendment. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease remain in full force and effect, and are hereby ratified and confirmed by Lessee and Lessors. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Lease and this Amendment, the terms and provisions of this Amendment shall control.

4. Modifications. This Amendment and the Lease cannot be modified in any manner other than by written modification executed by Lessee and Lessors.

5. Successors and Assigns. This Amendment is binding upon and inures to the benefit of Lessee and Lessors and their respective successors and assigns.

6. Representations and Warranties. Lessee and Lessors represent and warrant to each other respectively that they have the requisite power and authority to enter into this Amendment; that all necessary and appropriate approvals, authorizations and other steps have been taken to effect the legality of this Amendment; that the signatories executing this Amendment on behalf of Lessee and Lessors have been duly authorized and empowered to execute this Amendment on behalf of Lessee and Lessors, respectively; and that this Amendment is valid and shall be binding upon and enforceable against Lessee and Lessors and their respective successors and assigns and shall inure to the benefit of Lessee and Lessors and their respective successors and assigns.

[Remainder of page intentionally left blank; Signature pages to follow]

IN WITNESS WHEREOF, Lessee and Lessors have duly executed this Amendment as of the day and year first written above.

LESSORS:

MEMPHIS AND SHELBY COUNTY PORT COMMISSION

By: Thur Dyer

Title: Port Commission Board Chairman

ATTEST:

Florence Jones
Secretary-Treasurer

APPROVED AS TO FORM:

[Signature]
Port Commission Attorney

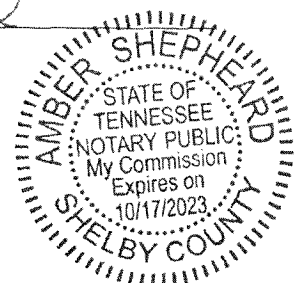
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared Tom Dyer with whom I am personally acquainted, and who upon oath acknowledged himself to be the Board Chairman of the Memphis and Shelby County Port Commission, created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, and that he as such president being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Memphis and Shelby County Port Commission by himself as president.

WITNESS my hand and seal of office at Memphis, Tennessee, this the 15th day of June 2022.

My commission expires October 17, 2022

Amber Sheppard
Notary Public



ATTEST:

CITY OF MEMPHIS, TENNESSEE

City Comptroller

By: _____
Jim Strickland, Mayor

APPROVED AS TO FORM:

City Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **JIM STRICKLAND**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the city of Memphis and that he as such mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the city of Memphis by himself as mayor.

WITNESS my hand and seal of office at Memphis, Tennessee, this the _____ day of _____, 20____.

Notary Public

My commission expires _____

ATTEST:

COUNTY OF SHELBY

By: _____
Lee Ardrey Harris, Mayor

APPROVED AS TO FORM,
EFFICACY AND PROPRIETY:

Contract Administrator
Assistant County Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **Lee Ardrey Harris**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the county of Shelby and that he as such mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the county of Shelby by himself as mayor.

WITNESS my hand and seal of office at Memphis, Tennessee, this the _____ day of _____, 20____.

My commission expires _____

Notary Public

LESSEE:

WEPFER MARINE, INC.

By: _____

STATE OF TN

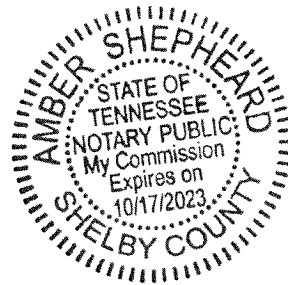
COUNTY OF Shelby

Before me, a notary public within and for said state and county, duly commissioned and qualified, personally appeared George Leavell with whom I am personally acquainted, and who upon oath acknowledged himself to be the President of **WEPFER MARINE, INC.**, and that he as President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as President.

WITNESS my hand and seal of office at 1115 Riverside Blvd. 30106 this 19th day of May, 20 22.

Notary Public

My commission expires: 10/17/23



LEGAL DESCRIPTION

SECTION 1

BEGINNING AT A POINT ON THE EAST LINE OF A TRANSMISSION LINE, SAID POINT BEING ON THE TOP OF BANK OF THE NORTH WEST SIDE OF MCKELLAR LAKE, ALSO HAVING TN STATE PLANE COORDINATES (NAD83) OF **N:300430.49, E:727275.94**; THENCE, S 72° 07' 53" E ALONG THE TOP BANK OF MCKELLAR LAKE FOR A DISTANCE OF 458.45 FEET TO A POINT; THENCE, S 79° 41' 56" E ALONG THE TOP BANK OF MCKELLAR LAKE FOR A DISTANCE OF 633.27 FEET TO A POINT; THENCE, S 64° 30' 23" E ALONG THE TOP BANK OF MCKELLAR LAKE FOR A DISTANCE OF 192.77 FEET TO A POINT; THENCE, S 84° 37' 15" E ALONG THE TOP BANK OF MCKELLAR LAKE FOR A DISTANCE OF 141.09 FEET TO A POINT; THENCE, S 53° 56' 00" E ALONG THE TOP BANK OF MCKELLAR LAKE FOR A DISTANCE OF 173.99 FEET TO A POINT; THENCE, S 25° 03' 21" E ALONG THE TOP BANK OF MCKELLAR LAKE FOR A DISTANCE OF 100.43 FEET TO THE END POINT.

SECTION 2

BEGINNING AT A POINT ON THE WEST LINE OF A TRANSMISSION LINE, SAID POINT BEING ON THE TOP OF BANK OF THE NORTH WEST SIDE OF MCKELLAR LAKE, ALSO HAVING TN STATE PLANE COORDINATES (NAD83) OF **N:300475.65, E:727130.95**; THENCE, N 72° 34' 19" W ALONG THE TOP BANK OF MCKELLAR LAKE FOR A DISTANCE OF 253.02 FEET TO A POINT; THENCE, N 81° 58' 03" W ALONG THE TOP BANK OF MCKELLAR LAKE FOR A DISTANCE OF 249.62 FEET TO A POINT; THENCE, N 84° 55' 05" W ALONG THE TOP BANK OF MCKELLAR LAKE FOR A DISTANCE OF 230.19 FEET TO A POINT; THENCE, N 86° 52' 45" W ALONG THE TOP BANK OF MCKELLAR LAKE FOR A DISTANCE OF 267.17 FEET TO THE END POINT.

SECTION 3

COMMENCING AT A POINT ON THE WEST LINE OF A TRANSMISSION LINE, SAID POINT BEING ON THE TOP OF BANK OF THE NORTH WEST SIDE OF MCKELLAR LAKE, ALSO HAVING TN STATE PLANE COORDINATES (NAD83) OF **N:300475.65, E:727130.95**; THENCE ALONG THE TOP BANK OF MCKELLAR LAKE THE FOLLOWING FOUR CALLS; THENCE, N 72° 34' 19" W FOR A DISTANCE OF 253.02 FEET TO A POINT; THENCE, N 81° 58' 03" W FOR A DISTANCE OF 249.62 FEET TO A POINT; THENCE, N 84° 55' 05" W FOR A DISTANCE OF 230.19 FEET TO A POINT; THENCE, N 86° 52' 45" W FOR A DISTANCE OF 267.17 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE TOP BANK OF MCKELLAR LAKE THE FOLLOWING THREE CALLS; THENCE, S 89° 32' 15" W FOR A DISTANCE OF 326.90 FEET TO A POINT; THENCE, N 82° 26' 21" W FOR A DISTANCE OF 297.14 FEET TO A POINT; THENCE, S 87° 15' 15" W FOR A DISTANCE OF 125.96 FEET TO THE END POINT.

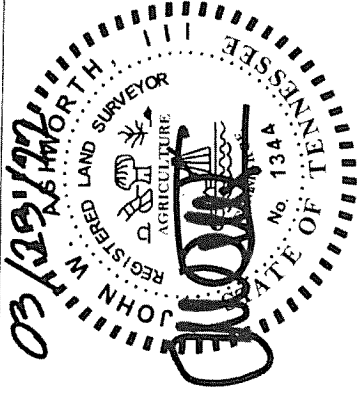
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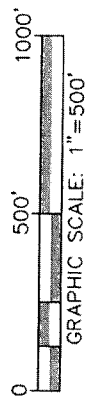
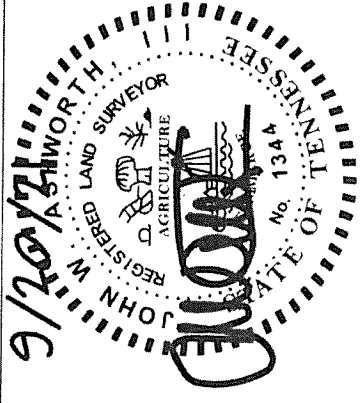
LEASE EXHIBIT "A"

FOR THE MEMPHIS & SHELBY COUNTY PORT
COMMISSION

MEMPHIS, TENN.

SURVEY BY: ASHWORTH ENG. DATE: 9/16/21 BOOK:
DRAFTSMAN: JWA DATE: 9/17/21 SCALE: 1"=500'

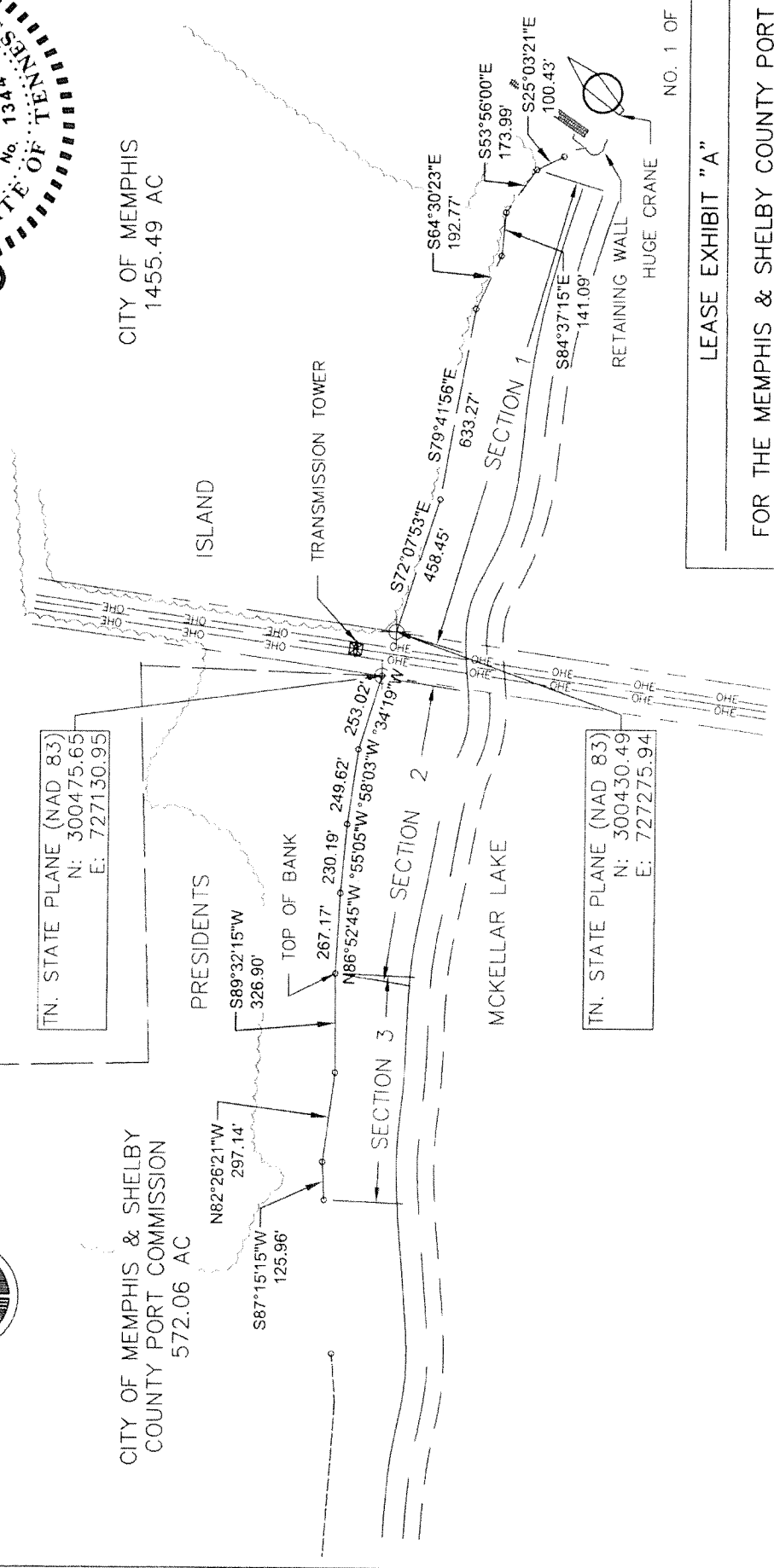




CITY OF MEMPHIS & SHELBY
COUNTY PORT COMMISSION
572.06 AC

TN. STATE PLANE (NAD 83)
N: 300475.65
E: 727130.95

CITY OF MEMPHIS
1455.49 AC



TN. STATE PLANE (NAD 83)
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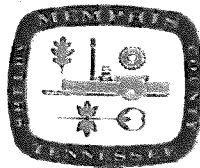
NO. 1 OF 1

LEASE EXHIBIT "A"

FOR THE MEMPHIS & SHELBY COUNTY PORT
COMMISSION

MEMPHIS, TENN.

SURVEY BY: ASHWORTH ENG. DATE: 9/16/21 BOOK:
DRAFTSMAN: JWA DATE: 9/17/21 SCALE: 1"=500'



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution approving the Collateral Access Agreement between the Port Commission and Maxim Crane Works, LP. as approved by the Board of the Port Commission on January 19, 2022 (Request for same night minutes).

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis and Shelby County Port Commission

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This is a change to an existing ordinance or resolution.

4. State whether this will impact specific council districts or super districts.

Council District 6 and Super District 8

5. State whether this requires a new contract, or amends an existing contract, if applicable.

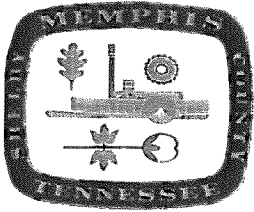
amends an existing contract.

6. State whether this requires an expenditure of funds/requires a budget amendment

This does not require expenditure of funds nor a budget amendment.

7. If applicable, please list the MWBE goal and any additional information needed

N/A



City Council Resolution

**A Resolution APPROVING LEASE AGREEMENT WITH
Maxim Crane Works, LP.**

WHEREAS, the Memphis and Shelby County Port Commission (the "Commission") along with the City of Memphis (the "City") and Shelby County (the "County") are the owners of Lots 101-104 of the Memphis and Shelby County Industrial Subdivision, encompassing 3.67 acres of property situated in the City of Memphis, County of Shelby, State of Tennessee (the "Premises"); and

WHEREAS, the Commission along with the City and County (collectively the "Owners") entered a Lease with Maxim Crane Works, LP ("Maxim") to lease said Premises for the use and purposes of storage, repair and maintenance of cranes, trucks and trailers and all associated inventory ("the Lease"); and

WHEREAS, Maxim has secured financing from Wells Fargo Bank, National Association (the "Bank") providing as a security interest, the tangible personal property on or at the Premises, including without limitation, inventory, machinery, equipment, furniture and trade fixtures, together with all additions, substitutions, replacements and improvements to, and proceeds thereof (collectively, the "Collateral"); and

WHEREAS, Maxim wishes to enter into a Collateral Access Agreement to allow the Bank reasonable access to the Premises in order to exercise its rights with respect to the Collateral, including removing the Collateral from the Premises; and

WHEREAS, The Board of Commissioners of EDGE on behalf of The Memphis and Shelby County Port Commission approved the agreement at its meeting of January 19, 2022 for the purpose as stated under the following terms and conditions:

1. Reasonable access to the Premises will be permitted in order for the Bank to exercise its rights with respect to the Collateral, including removing the Collateral from the Premises;
2. In the event the Owners take possession of the Premises or the Lease is terminated, the Bank shall have access pursuant to the Agreement for a disposition Period of sixty (60) days, during which the Bank shall be liable for rent and all pass-through expenses for the period of time the Collateral remains on the Premises and shall promptly repair or shall reimburse Owners for the cost of any repair to the Premises caused by such removal of the collateral.

City Council Resolution

3. The Commission recommends that the City of Memphis and the County of Shelby, as joint owners also approve the Collateral Access Agreement.

4. The Chairman and any other officer of the Commission are authorized to execute any and all documents related to the Lease contemplated by this Resolution; and

WHEREAS, said proposed ^{Agreement}~~Lease Amendment~~ is in the best interests of the Memphis and Shelby County Port Commission and promotes the economic development of the Industrial Subdivision and the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MEMPHIS, on recommendation of the Memphis and Shelby County Port Commission, that the proposed Collateral Access Agreement with Maxim Crane Works, LP. is hereby approved.

BE IT FURTHER RESOLVED, By the Council of the City of Memphis that the appropriate officials of the City of Memphis be hereby authorized to execute same.

BE IT FURTHER RESOLVED, that this action is subject to concurrence by Shelby County.



ECONOMIC DEVELOPMENT
GROWTH ENGINE
FOR MEMPHIS & SHELBY COUNTY



**RESOLUTION AUTHORIZING THE MEMPHIS AND SHELBY COUNTY PORT
COMMISSION TO ENTER COLLATERAL ACCESS AGREEMENT WITH MAXIM
CRANE WORKS, LP ON LAND SITUATED IN THE MEMPHIS AND SHELBY
COUNTY INDUSTRIAL SUBDIVISION**

WHEREAS, the Memphis and Shelby County Port Commission (the "Commission") along with the City of Memphis (the "City") and Shelby County (the "County") are the owners of Lots 101-104 of the Memphis and Shelby County Industrial Subdivision, encompassing 3.67 acres of property situated in the City of Memphis, County of Shelby, State of Tennessee (the "Premises"); and

WHEREAS, the Commission along with the City and County (collectively the "Owners") entered a Lease with Maxim Crane Works, LP ("Maxim") to lease said Premises for the use and purposes of storage, repair and maintenance of cranes, trucks and trailers and all associated inventory ("the Lease"); and

WHEREAS, Maxim has secured financing from Wells Fargo Bank, National Association (the "Bank") providing as a security interest, the tangible personal property on or at the Premises, including without limitation, inventory, machinery, equipment, furniture and trade fixtures, together with all additions, substitutions, replacements and improvements to, and proceeds thereof (collectively, the "Collateral") and

WHEREAS, Maxim wishes to enter into a Collateral Access Agreement to allow the Bank reasonable access to the Premises in order to exercise its rights with respect to the Collateral, including removing the Collateral from the Premises;

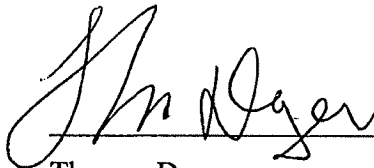
NOW THEREFORE, the Commission approves the Collateral Access Agreement for the purpose as stated under the following terms and conditions:

1. Reasonable access to the Premises will be permitted in order for the Bank to exercise its rights with respect to the Collateral, including removing the Collateral from the Premises;

2. In the event the Owners take possession of the Premises or the Lease is terminated, the Bank shall have access pursuant to the Agreement for a disposition Period of sixty (60) days, during which the Bank shall be liable for rent and all pass-through expenses for the period of time the Collateral remains on the Premises and shall promptly repair or shall reimburse Owners for the cost of any repair to the Premises caused by such removal of the collateral.

3. The Commission recommends that the City of Memphis and the County of Shelby, as joint owners also approve the Collateral Access Agreement.

4. The Chairman and any other officer of the Commission are authorized to execute any and all documents related to the Lease contemplated by this Resolution.

A handwritten signature in black ink, appearing to read "Th Dyer", is written over a horizontal line.

Thomas Dyer

Port Commission Board
Chairman

Approved January 19, 2022

COLLATERAL ACCESS AGREEMENT

THIS COLLATERAL ACCESS AGREEMENT (this “**Agreement**”), executed and delivered as of this 12th day of May, 2022, by and between the undersigned landlord (“Landlord”), and Maxim Crane Works, L.P., a Pennsylvania limited partnership (“Company”).

WITNESSETH

A. Company is party to that certain Asset-Based Revolving Credit Agreement, dated as of July 29, 2016, by and among the Company, certain affiliates of the Company party thereto, certain financial institutions party thereto from time to time (collectively, the “**Lenders**”), and Wells Fargo Bank, National Association, in its capacity as agent for the Lenders (together with its successors and assigns, in such capacity, the “**Agent**”), as amended (such credit agreement as amended, modified, supplemented or restated from time to time, is referred to herein as the “**Credit Agreement**”, and together with the other agreements, documents and instruments in connection therewith the “**Loan Documents**”), pursuant to which, among other things, the Company granted to the Agent, for itself and the benefit of the Lenders, a security interest in, among other things, all of the Company's existing and hereafter acquired tangible personal property on or at the Premises, including without limitation, inventory, machinery, equipment, furniture and trade fixtures, together with all additions, substitutions, replacements and improvements to, and proceeds of, the foregoing (collectively, the “**Collateral**”).

B. All or some of the Collateral is now or from time to time hereafter may be located at the premises described on Exhibit A (the “Premises”), and which Premises are owned and leased by Landlord to Company pursuant to the Lease described on Exhibit B (together with any and all renewals, extensions, amendments, modifications, substitutions, and replacements thereof, the “Lease”).

C. As a condition precedent to certain transactions contemplated under the Loan Documents, the Agent and the Lenders require Landlord to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Landlord covenants and agrees with Company and Agent as follows:

1. Right of Access. Landlord will permit the Agent reasonable access to the Premises from time to time in order to exercise the Agent's rights with respect to the Collateral and to permit the Agent to assemble, remove or deal with the Collateral from the Premises. If Landlord terminates the Lease or takes possession of the Premises for any reason, including because of termination of the Lease, Landlord will give Agent notice of same and will permit the Collateral to remain on the Premises for a period not to exceed one hundred twenty (120) days (the “**Disposition Period**”) after the date that Agent receives such notice from Landlord, provided that, if Agent accesses the Premises during the Disposition Period in order to exercise rights with respect to the Collateral, except to the extent Landlord has otherwise been paid such amounts in respect of such period, Agent shall pay rent and all pass-through expenses set forth in the Lease on a per diem basis for the

period of time such Collateral remains on the Premises, without incurring any other liabilities of Debtor under the Lease. If Agent fails to remove any Collateral by the end of the Disposition Period, Landlord shall be entitled, though not obligated, to remove such Collateral and place same in off-site storage with reasonable costs of such removal and off-site storage to be borne by Agent until such time as Landlord has received written notice from Agent which notifies Landlord that Agent has disclaimed its right to such Collateral. Landlord subordinates to the liens and other rights of Agent each and every lien or other right which Landlord now has or hereafter may have under the laws of the State in which the Premises are located, or by virtue of the Lease, or by virtue of Company's occupation of the Premises or otherwise, in and to the Collateral. Except as expressly provided in the immediately preceding sentence, Landlord shall not, prior to the end of the Disposition Period, exercise any rights or remedies with respect to the Collateral. The provisions of this paragraph are made in favor, and shall inure to the benefit, of only the Agent and Lenders and their respective successors and assigns.

2. Repairs and Loss. Agent shall promptly repair or shall reimburse Landlord for the cost of any repair of any physical damage to the Premises actually caused by Agent's removal of the Collateral.
3. Continued Effectiveness. This Agreement shall continue in force until the Loan Documents have been terminated in accordance with their terms. This Agreement shall not be changed or terminated without the prior written consent of Landlord and Agent.
4. The Landlord agrees to send notice in writing of any default under the Lease to Agent, substantially contemporaneously with the notice of such default sent by Landlord to Company. Upon receipt of such notice by Agent, Agent shall have the right (but not the obligation) to cure such default within ten (10) days thereafter.
5. Notices. All notices given under this Agreement shall be sent either by U.S. mail, postage prepaid, certified, return receipt requested, or by Federal Express or other overnight courier service, to the addresses set forth below:

If to Agent: Wells Fargo Bank, National Association
1100 Abernathy Road Suite 1600
Atlanta, Georgia 30328
Attn: Portfolio Manager - Maxim

If to Landlord: Memphis and Shelby County Port Commission
1115 Riverside Boulevard
Memphis, TN 38106-2504
Attn: Amber Shephard

If to Company: Don E. Goebel

Maxim Crane Works, LP
1225 Washington Pike
Bridgeville, PA 15017

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessee and Lessors have duly executed this Agreement as of the day and year first written above.

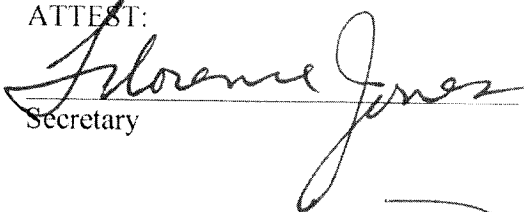
LESSORS:

MEMPHIS AND SHELBY COUNTY PORT COMMISSION

By: 

Title: Port Commission Chairman

ATTEST:


Secretary

APPROVED AS TO FORM:


Port Commission Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **Tom Dyer**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chairman of the Memphis and Shelby County Port Commission, created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, and that he as such Chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Memphis and Shelby County Port Commission by himself as Chairman.

WITNESS my hand and seal of office at Memphis, Tennessee, this the 5th day of June, 2022


Notary Public

My commission expires October 17, 2023

CITY OF MEMPHIS, TENNESSEE

City Comptroller

By: _____
Jim Strickland, Mayor

APPROVED AS TO FORM:

City Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **JIM STRICKLAND**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the city of Memphis and that he as such mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the city of Memphis by himself as mayor.

WITNESS my hand and seal of office at Memphis, Tennessee, this the ____ day of _____, 20__.

Notary Public

My commission expires _____

ATTEST:

COUNTY OF SHELBY

By: _____
Lee Ardrey Harris, Mayor

APPROVED AS TO FORM,
EFFICACY AND PROPRIETY:

Contract Administrator
Assistant County Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **Lee Ardrey Harris**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the county of Shelby and that he as such mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the county of Shelby by himself as mayor.

WITNESS my hand and seal of office at Memphis, Tennessee, this the _____ day of _____, 20____.

My commission expires _____
Notary Public _____

ATTEST:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Kristy Loucks

Title: SVP

STATE OF Georgia

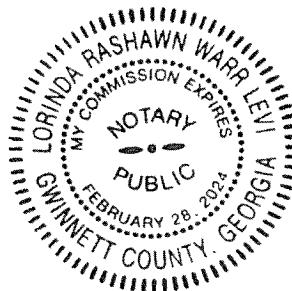
COUNTY OF DeKalb

Before me, a notary public within and for said state and county, duly commissioned and qualified, personally appeared Kristy Loucks with whom I am personally acquainted, and who upon oath acknowledged himself to be the SVP of Wells Fargo Bank, National Association and that he as SVP being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Kristy Loucks.

WITNESS my hand and seal of office at 1100 Abernathy Rd, this 10th day of May, 2023

[Signature]
Notary Public

My commission expires 2/28/2024



LESSEE:

Maxim Crane Works, L.P.

By: *[Signature]*

Title: VP

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

Before me, a notary public within and for said state and county, duly commissioned and qualified, personally appeared RYAN OUTWALD with whom I am personally acquainted, and who upon oath acknowledged himself to be the VICE PRESIDENT of MAXIM CRANE and that he as VICE PRESIDENT being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as VICE PRESIDENT.

WITNESS my hand and seal of office at 1225 WASHINGTON PIKE, this 12TH day of MAY, 2022
BRIDGEVILLE, PA 15017

[Signature]
Notary Public

My commission expires NOVEMBER 15, 2022

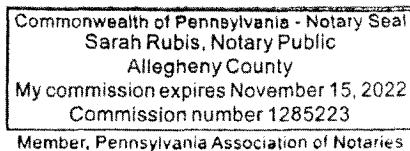


EXHIBIT A

1498 Channel Avenue, Memphis TN 38113



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution appropriates \$400,000 for Renasant Convention Center and Cannon Center for the Performing Arts capital improvements.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis Management Group, LLC., managers of the Renasant Convention Center and Cannon Center for the Performing Arts

3. State whether this is a change to an existing ordinance or resolution, if applicable.

No change

4. State whether this will impact specific council districts or super districts.

Benefits the entire city.

5. State whether this requires a new contract, or amends an existing contract, if applicable.

It does not.

6. State whether this requires an expenditure of funds/requires a budget amendment

Requires an appropriation of \$400,000 of budgeted allocated funds.

7. If applicable, please list the MWBE goal and any additional information needed

Goal is 20% of the above total.



Resolution appropriating funds for GS23300 Convention Center Coverline

WHEREAS, the Council of the City of Memphis did include Convention Center Coverline, CIP Project Number GS23300, as part of the Fiscal Year 2023 Capital Improvement Program Budget; and

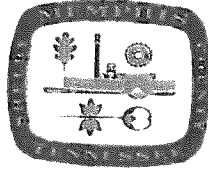
WHEREAS, the Council of the City Of Memphis did provide an allocation of \$400,000 for additional necessary capital projects to maintain and further position the Renasant Convention Center and The Cannon Center for the Performing Arts as world class facilities; and

WHEREAS, Memphis Management Group, LLC., managers of the Renasant Convention Center and The Cannon Center for the Performing Arts, will use these funds primarily to purchase a necessary air handling unit not replaced during renovation, and acoustical upgrades to the main exhibit/banquet hall; and

WHEREAS, Memphis Convention Center Commission reviewed and approved these capital improvement Items.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that it hereby approves the appropriation in the amount of \$400,000 funded by G.O. Bonds and chargeable to the Fiscal Year 2023 Capital Improvement Budget and credited as follows:

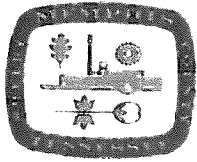
Project Title	Convention Center Coverline
Project Number	GS23300
Appropriation	\$400,000



Memphis City Council Summary Sheet

1. **Description of the Item (Resolution, Ordinance, etc.)** *Same Night Minutes requested*
A resolution transferring allocations from CIP project number GS23100, FY2023 Major Modification, a cover line, to establish GS23101 Major Modification (Roofing) and appropriating \$510,755 in Engineering – Architecture and \$2,894,276 in Contract Construction funded by G O Bonds – General for roof renovations, repair for various buildings throughout the City by applying waterproofing roof coating and/or roof replacement.
2. **Initiating Party (e.g. Public Works, at request of City Council, etc.)**
General Services
3. **State whether this is a change to an existing ordinance or resolution, if applicable.**
Does not change an existing ordinance
4. **State whether this will impact specific council districts or super districts.**
Districts 1,5,6,7 and Super Districts 8 & 9
5. **State whether this requires a new contract, or amends an existing contract, if applicable.**
Requires new contracts
6. **State whether this requires an expenditure of funds/requires a budget amendment**
A budget amendment is needed to transfer FY23 allocations.
7. **If applicable, please list the MWBE goal and any additional information needed**
N/A

City Council Resolution – Establishing GS23101 FY2023 Major Modification (Roofing)



A Resolution establishing CIP project number GS23101 FY2023 Major Modification (Roofing) by transferring FY2023 allocations and appropriating the transferred allocations for roof renovations, repairs for various buildings throughout the City by applying waterproofing roof coating and/or roof replacement.

WHEREAS, the Council of the City of Memphis did include FY2023 Major Modification, project number GS23100, as part of the FY 2023 Capital Improvement Program budget; and

WHEREAS, FY2023 Major Modification, Project number GS23100 is a cover line, it is necessary to transfer allocations totaling \$3,405,031 to establish CIP project GS23101, FY2023 Major Modification (Roofing); and

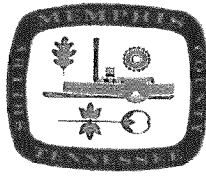
WHEREAS, it is necessary to appropriate a sum of \$510,755 in Engineering-Architecture and \$2,894,276 in Contract Construction funded by G O Bonds – General in FY2023 Major Modification (Roofing), CIP project number GS23101 for roof renovations, repairs for various buildings throughout the City by applying waterproofing roof coating and/or roof replacement.

NOW, THEREFORE, BE IT RESOLVED that there be and is hereby transferred allocations totaling \$3,405,031 from CIP project FY2023 Major Modification, GS23100 to CIP project FY2023 Major Modification (Roofing), CIP project number GS23101; and

BE IT FURTHER RESOLVED, that the sum of \$510,755 in Engineering-Architecture and \$2,894,276 in Contract Construction funded by G O Bonds – General are appropriated and credited as follows:

Project Title:	FY23 Major Modification (Roofing)
Project Number:	GS23101
Amount:	\$3,405,031

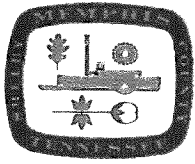
City Council Resolution – Establishing GS23102 FY2023 Major Modification (Electric)



Memphis City Council Summary Sheet

1. **Description of the Item (Resolution, Ordinance, etc.)** *Same Night Minutes requested*
A resolution transferring allocations from CIP Project number GS23100, FY2023 Major Modification, a cover line, to establish GS23102 FY2023 Major Modification (Electric) and appropriating \$81,075 in Engineering – Architecture and \$459,425 in Contract Construction funded by G O Bonds – General for replacement generators and overhead doors at various Fire Station locations throughout the City.
2. **Initiating Party (e.g. Public Works, at request of City Council, etc.)**
General Services
3. **State whether this is a change to an existing ordinance or resolution, if applicable.**
Does not change an existing ordinance
4. **State whether this will impact specific council districts or super districts.**
Districts 3,4,5,7 and Super Districts 8 & 9
5. **State whether this requires a new contract, or amends an existing contract, if applicable.**
Requires new contracts
6. **State whether this requires an expenditure of funds/requires a budget amendment**
A budget amendment is needed to transfer FY23 allocations.
7. **If applicable, please list the MWBE goal and any additional information needed**
N/A

City Council Resolution – Establishing GS23102 FY2023 Major Modification (Electric)



A Resolution establishing CIP project number GS23102 FY2023 Major Modification (Electric) by transferring FY 2023 allocations and appropriating the transferred allocations for replacement generators and overhead doors at various Fire Station locations throughout the City.

WHEREAS, the Council of the City of Memphis did include FY2023 Major Modification, project number GS23100, as part of the FY 2023 Capital Improvement Program budget; and

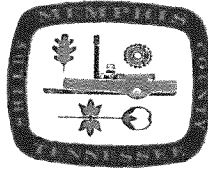
WHEREAS, FY23 Major Modification, project number GS23100 is a cover line, it is necessary to transfer allocations totaling \$540,500 to establish CIP Project GS23102, FY2023 Major Modification (Electric); and

WHEREAS, it is necessary to appropriate a sum of \$81,075 in Engineering-Architecture and \$459,425 in Contract Construction funded by G O Bonds – General in FY2023 Major Modification (Electric), CIP project number GS23102 for replacement generators and overhead doors at various Fire Stations locations throughout the City.

NOW, THEREFORE, BE IT RESOLVED that there be and is hereby transferred allocations totaling \$540,500 from CIP project number FY2023 Major Modification, GS23100 to CIP project FY2023 Major Modification (Electric), CIP project number GS23102; and

BE IT FURTHER RESOLVED, that the sum of \$81,075 in Engineering-Architecture and \$459,425 in Contract Construction funded by G O Bonds – General are appropriated and credited as follows:

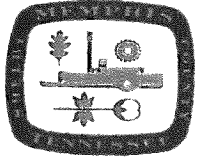
Project Title:	Electric
Project Number:	GS23102
Amount:	\$540,500



Memphis City Council Summary Sheet

1. **Description of the Item (Resolution, Ordinance, etc.)** *Same Night Minutes requested*
A Resolution transferring allocations from CIP Project number GS23100, FY2023 Major Modification, a cover line, to establish GS23103 FY2023 Major Modification (Plumbing) and appropriating \$24,150 in Engineering – Architecture and \$136,850 in Contract Construction funded by G O Bonds – General for pool filtration system replacements at various Memphis Community Centers and Parks (Ed Rice, Lester and Willow).
2. **Initiating Party (e.g. Public Works, at request of City Council, etc.)**
General Services
3. **State whether this is a change to an existing ordinance or resolution, if applicable.**
Does not change an existing ordinance
4. **State whether this will impact specific council districts or super districts.**
Districts 5,7 and Super Districts 8,9
5. **State whether this requires a new contract, or amends an existing contract, if applicable.**
Requires new contracts
6. **State whether this requires an expenditure of funds/requires a budget amendment**
A budget amendment is needed to transfer FY23 allocations.
7. **If applicable, please list the MWBE goal and any additional information needed**
N/A

City Council Resolution – Establishing GS23103 FY2023 Major Modification (Plumbing)



A Resolution establishing CIP project GS23103, FY2023 Major Modification (Plumbing) by transferring FY 2023 allocations and appropriating the transferred allocations for pool filtration system replacements at various Memphis Community Centers and Parks (Ed Rice, Lester and Willow).

WHEREAS, the Council of the City of Memphis did include FY2023 Major Modification, project number GS23100, as part of the FY 2023 Capital Improvement Program budget; and

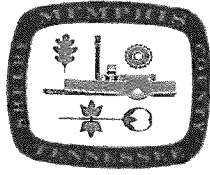
WHEREAS, FY23 Major Modification, project number GS23100 is a cover line, it is necessary to transfer allocations totaling \$161,000 to establish CIP Project GS23103, FY2023 Major Modification (Plumbing); and

WHEREAS, it is necessary to appropriate a sum of \$24,150 in Engineering-Architecture and \$136,850 in Contract Construction funded by G O Bonds – General in FY2023 Major Modification (Plumbing), CIP project number GS23103 for pool filtration system replacements at various Memphis Community Centers and Parks (Ed Rice, Lester and Willow).

NOW, THEREFORE, BE IT RESOLVED that there be and is hereby transferred allocations totaling \$161,000 from CIP project FY23 Major Modification, GS23100 to CIP project FY2023 Major Modification (Plumbing), CIP project number GS23103; and

BE IT FURTHER RESOLVED that the sum of \$24,150 in Engineering-Architecture and \$136,850 in Contract Construction funded by G O Bonds – General are appropriated and credited as follows:

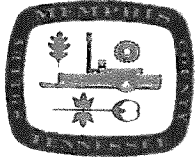
Project Title:	Plumbing
Project Number:	GS23103
Amount:	\$161,000



Memphis City Council Summary Sheet

1. **Description of the Item (Resolution, Ordinance, etc.)** *Same Night Minutes requested*
A Resolution transferring allocations from CIP project number GS23100, FY23 Major Modification, a cover line, to establish GS23104 FY2023 Major Modification (HVAC) and appropriating \$324,407 in Engineering – Architecture and \$1,838,312 in Contract Construction funded by G O Bonds – General for HVAC replacement and/or upgrades for AHU's, RTU's, WMC's, Boiler and Chiller replacements at various Fire Stations, Community Centers and Parks locations throughout the City.
2. **Initiating Party (e.g. Public Works, at request of City Council, etc.)**
General Services
3. **State whether this is a change to an existing ordinance or resolution, if applicable.**
Does not change an existing ordinance
4. **State whether this will impact specific council districts or super districts.**
Districts 1,2,3,4,5,7 and Super Districts 8,9
5. **State whether this requires a new contract, or amends an existing contract, if applicable.**
Requires new contracts
6. **State whether this requires an expenditure of funds/requires a budget amendment**
A budget amendment is needed to transfer FY2023 allocations.
7. **If applicable, please list the MWBE goal and any additional information needed**
N/A

City Council Resolution – Establishing GS23104 FY2023 Major Modifications (HVAC)



A Resolution establishing CIP project number GS23104, FY23 Major Modification (HVAC) by transferring FY 2023 allocations and appropriating the transferred allocations for HVAC replacement and/or upgrades for AHU's, RTU's, WMC's, Boiler and Chiller replacements at various Fire Stations, Community Centers and Parks locations throughout the City.

WHEREAS, the Council of the City of Memphis did include CIP project number GS23100, FY2023 Major Modification, a cover line, as part of the FY 2023 Capital Improvement Program budget; and

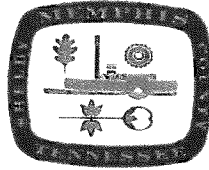
WHEREAS, FY2023 Major Modification, project number GS23100 is a cover line, it is necessary to transfer allocations totaling \$2,162,719 to establish CIP Project GS23104, FY2023 Major Modification (HVAC); and

WHEREAS, it is necessary to appropriate a sum of \$324,407 in Engineering-Architecture and \$1,838,312 in Contract Construction funded by G O Bonds – General in FY2023 Major Modification (HVAC), CIP project number GS23104 for HVAC replacement and/or upgrades for AHU's, RTU's, WMC's, Boiler and Chiller replacements at various Fire Stations, Community Centers and Parks locations throughout the City.

NOW, THEREFORE, BE IT RESOLVED that there be and is hereby transferred allocations totaling \$2,162,719 from CIP project FY2023 Major Modification, CIP project number GS23100 to CIP project FY2023 Major Modification (HVAC), CIP project number GS23104; and

BE IT FURTHER RESOLVED that the sum of \$324,407 in Engineering-Architecture and \$1,838,312 in Contract Construction funded by G O Bonds – General are appropriated and credited as follows:

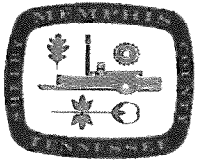
Project Title:	HVAC
Project Number:	GS23104
Amount:	\$2,162,719



Memphis City Council Summary Sheet

1. **Description of the Item (Resolution, Ordinance, etc.)** *Same Night Minutes requested*
A resolution transferring allocations from CIP project number GS23100, FY 2023 Major Modification, a cover line, to establish GS23105 FY2023 Major Modification (Carpentry) and appropriating \$35,362 in Engineering-Architecture and appropriating \$200,388 in Contract Construction funded by G O Bonds General for interior walls repairs at the Central Library, exterior door and wood placement/upgrades to the Repelling Tower and Indoor Firing Range at the Police Training Academy.
2. **Initiating Party (e.g. Public Works, at request of City Council, etc.)**
General Services
3. **State whether this is a change to an existing ordinance or resolution, if applicable.**
Does not change an existing ordinance
4. **State whether this will impact specific council districts or super districts.**
District 5,7 and Super District 8 & 9
5. **State whether this requires a new contract, or amends an existing contract, if applicable.**
Requires new contracts
6. **State whether this requires an expenditure of funds/requires a budget amendment**
A budget amendment is needed to transfer FY2023 allocations.
7. **If applicable, please list the MWBE goal and any additional information needed**
N/A

City Council Resolution – Establishing GS23105 FY2023 Major Modification (Carpentry)



A Resolution establishing CIP project number GS23105, FY2023 Major Modification (Carpentry) by transferring FY2023 allocations and appropriating the transferred allocations for various renovations throughout the City including (but not limited to) interior wall replacement/upgrades at the Central Library, wood and exterior door replacement/upgrades to the Repelling Tower and Indoor Firing Range at the Police Training Academy.

WHEREAS, the Council of the City of Memphis did include FY2023 Major Modification, project number GS23105, as part of the FY 2023 Capital Improvement Program budget; and

WHEREAS, FY2023 Major Modification, project number GS23100 is a cover line, it is necessary to transfer allocations totaling \$235,750 to establish CIP project number GS23105, Major Modification (Carpentry); and

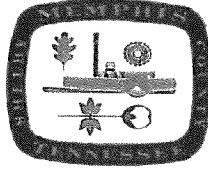
WHEREAS, it is necessary to appropriate a sum of \$35,362 in Engineering-Architecture and \$200,388 in Contract Construction funded by G O Bonds – General in FY2023 Major Modification (Carpentry), CIP project number GS23105 for various renovations throughout the City including (but not limited to) interior wall replacement/upgrades at the Central Library, exterior door and wood replacement/upgrades to the Repelling Tower and Indoor Firing Range at the Police Training Academy.

NOW, THEREFORE, BE IT RESOLVED that there be and is hereby transferred allocations totaling \$235,750 from CIP Project FY2023 Major Modification, GS23100 to CIP project FY2023 Major Modification (Carpentry), CIP project number GS23105; and

BE IT FURTHER RESOLVED that the sum of \$35,362 Engineering-Architecture and \$200,388 in Contract Construction funded by G O Bonds – General are appropriated and credited as follows:

Project Title:	Carpentry
Project Number:	GS23105
Amount:	\$235,750

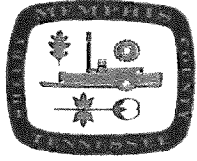
City Council Resolution – Establishing GS23106 FY2023 Major Modification (Asphalt)



Memphis City Council Summary Sheet

1. **Description of the Item (Resolution, Ordinance, etc.)** *Same Night Minuks requested*
A resolution transferring allocations from CIP Project number GS23100, FY2023 Major Modification, a cover line, to establish GS23106 FY2023 Major Modification (Asphalt) and appropriating \$100,000 in Engineering – Architecture and \$1,395,000 in Contract Construction funded by G O Bonds – General for Phase II repaving the entire Police Impound Lot.
2. **Initiating Party (e.g. Public Works, at request of City Council, etc.)**
General Services
3. **State whether this is a change to an existing ordinance or resolution, if applicable.**
Does not change an existing ordinance
4. **State whether this will impact specific council districts or super districts.**
District 7 and Super District 8
5. **State whether this requires a new contract, or amends an existing contract, if applicable.**
Requires new contracts
6. **State whether this requires an expenditure of funds/requires a budget amendment**
A budget amendment is needed to transfer FY23 allocations.
7. **If applicable, please list the MWBE goal and any additional information needed**
N/A

City Council Resolution – Establishing GS23106 FY2023 Major Modification (Asphalt)



A Resolution establishing CIP project number GS23106, FY2023 Major Modification (Asphalt) by transferring FY2023 allocations and appropriating the transferred allocations for Phase II repaving the entire Police Impound Lot.

WHEREAS, the Council of the City of Memphis did include FY2023 Major Modification, project number GS23100 as part of the FY 2023 Capital Improvement Program budget; and

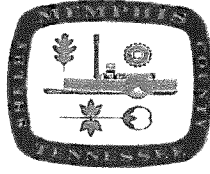
WHEREAS, FY2023 Major Modification, project number GS23100 is a cover line, it is necessary to transfer allocations totaling \$1,495,000 to establish CIP Project number GS23106, Major Modification (Asphalt); and

WHEREAS, it is necessary to appropriate a sum of \$100,000 in Engineering-Architecture and \$1,395,000 in Contract Construction funded by G O Bonds – General in FY2023 Major Modification (Asphalt), CIP project number GS23106 for Phase II repaving the entire Police Impound Lot.

NOW, THEREFORE, BE IT RESOLVED that there be and is hereby transferred allocations totaling \$1,495,000 from CIP project FY2023 Major Modification, CIP project number GS23100 to CIP project FY2023 Major Modification (Asphalt), CIP project number GS23106; and

BE IT FURTHER RESOLVED, that the sum of \$100,000 in Engineering-Architecture and \$1,395,000 in Contract Construction funded by G O Bonds – General are appropriated and credited as follows:

Project Title:	Asphalt
Project Number:	GS23106
Amount:	\$1,495,000



Memphis City Council Summary Sheet

1. **Description of the Item (Resolution, Ordinance, etc.)**

*Same Night Minutes
requested by Division*

A Resolution appropriating FY 2023 allocations, in the amount of \$1,000,000, in CIP project number GS22107 – Contingency for emergency repairs for various buildings throughout the City.

2. **Initiating Party (e.g. Public Works, at request of City Council, etc.)**

General Services

3. **State whether this is a change to an existing ordinance or resolution, if applicable.**

Does not change an existing ordinance

4. **State whether this will impact specific council districts or super districts.**

*(All)
Various and All (Both)*

5. **State whether this requires a new contract, or amends an existing contract, if applicable.**

Requires new contracts

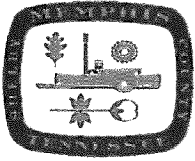
6. **State whether this requires an expenditure of funds/requires a budget amendment**

A budget amendment is needed to transfer funds from a cover line project.

7. **If applicable, please list the MWBE goal and any additional information needed**

N/A

City Council Resolution - Appropriating FY 2023 Funds – GS22107 – Contingency



A Resolution appropriating FY 2023 allocations, in the amount of \$1,000,000, in CIP project number GS22107 – Contingency for emergency repairs for various buildings throughout the City.

WHEREAS, the Council of the City of Memphis did include the FY2023 Major Modification, Project number GS23100, as part of the FY 2023 Capital Improvement Program budget; and

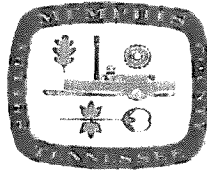
WHEREAS, FY2023 Major Modification, Project number GS23100 is a cover line, it is necessary to transfer allocations totaling \$1,000,000 to CIP project GS22107 – Contingency; and

WHEREAS, it is necessary to appropriate FY 2023 allocations in the sum of \$1,000,000 in Contract Construction funded by G O Bonds – General in CIP project number GS22107 – Contingency for emergency repairs for various buildings throughout the City.

NOW, THEREFORE, BE IT RESOLVED that there be and is hereby transferred allocations totaling \$1,000,000 from CIP project FY2023 Major Modification, GS23100 to CIP project number GS22107 – Contingency; and

BE IT FURTHER RESOLVED, that the sum of \$1,000,000 in Contract Construction funded by G O Bonds – General are appropriated and credited as follows:

Project Title:	Contingency
Project Number:	GS22107
Amount:	\$1,000,000



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

*A resolution to transfer and appropriate construction funds for CIP Project number GS01038 Major Modification – Fire roof replacement project.
Same night minutes requested.*

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

General Services

3. State whether this is a change to an existing ordinance or resolution, if applicable.

Does not change an existing ordinance

4. State whether this will impact specific council districts or super districts.

District 1 and Super District 9

5. State whether this requires a new contract, or amends an existing contract, if applicable.

Funds existing construction contract

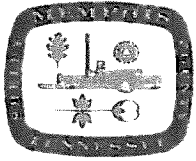
6. State whether this requires an expenditure of funds/requires a budget amendment

A budget amendment is needed to transfer and appropriate funds to CIP Project number GS01038 – Major Modification – Fire Station #51 Roof Replacement.

7. If applicable, please list the MWBE goal and any additional information needed

N/A

City Council Resolution – Transferring Allocation and Appropriation funds to Construction – CIP
GS01038 – Fire Station #51 Roof Replacement



This is a resolution to transfer and appropriate construction funds for
CIP GS01038 Major Modification – Fire roof replacement project.

WHEREAS, the Council of the City of Memphis included CIP project number GS01038 – Major Modification (Fire) as part of the General Services Capital Improvement Budget; and

WHEREAS, bids were received to replace the roof at Fire Station #51 with the lowest complying bid being submitted by A & B Construction Company, Inc. funded by project number GS01038 – Major Modification (Fire); and

WHEREAS, the roof replacement has been completed but additional work was needed and a change order was approved totaling \$12,956.75 for this project; and

WHEREAS, it is necessary to transfer allocations and appropriations totaling \$12,956.75 funded by G O Bonds – General from CIP project number GS22107 – Major Modification (Emergency Contingency); to CIP project number GS01038 – Major Modification (Fire); and

WHEREAS, it is necessary to appropriate \$12,956.75 funded by G.O. Bonds – General to CIP project number GS01038 – Major Modification (Fire);

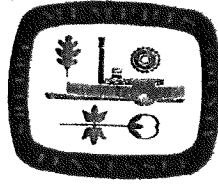
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby transferred allocations and appropriations totaling \$12,956.75 from the following project:

GS22107 – Emergency Contingency	\$12,956.75
Total	\$12,956.75

to Contract Construction funded by G O Bonds – General in CIP Project #GS01038 – Major Modification (Fire);
and

BE IT FURTHER RESOLVED that the sum of \$12,956.75 in Contract Construction funded by G O Bonds in project number GS01038 – Major Modification (Fire) are appropriated and credited as follows:

Project Title:	Fire Station #51 – Roof Replacement
Project Number:	GS01038
Amount:	\$12,956.75



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

A Resolution approving the donation of a city owned property located at 1099 S. Wellington Street, Memphis, Shelby County, Tennessee and further described as Parcel ID # 013047 00022

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)
General Services

3. State whether this is a change to an existing ordinance or resolution, if applicable.

N/A

4. State whether this will impact specific council districts or super districts.

District 6 and Super District 8

5. State whether this requires a new contract, or amends an existing contract, if applicable.

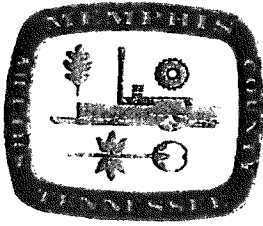
N/A

6. State whether this requires an expenditure of funds/requires a budget amendment

N/A

7. If applicable, please list the MWBE goal and any additional information needed

N/A



A Resolution approving the donation of a city owned property located at 1099 S. Wellington Street, Memphis, Shelby County, Tennessee 38126 and further described as Parcel ID # 013047 00022

WHEREAS, the City of Memphis owns the property located at 1099 S. Wellington Street, Memphis, TN 38126 ("The Property") and is further identified as Parcel ID: 013047 00022;

WHEREAS, 1099 S. Wellington was acquired by the City of Memphis on behalf of the Memphis Housing and Community Developments project and Greater Mount Moriah Baptist Church has made several improvements on the parcel and wants to extend the parking area;

WHEREAS, Greater Mount Moriah Baptist Church is the owner of 1081 S. Wellington and has requested that 1099 S. Wellington Street be donated and subsequently consolidated; and

WHEREAS, it is deemed to be in the best interest of the citizens of the City of Memphis and County of Shelby that this request be considered subject to the terms and conditions set forth in the Offer to Purchase and in City Ordinance 5637 section 2-16-1(F).

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that the offer made by Greater Mount Moriah Baptist Church for the above-described property is hereby accepted subject to the City Ordinance 5637, section 2-16-1(E) which states in part, "The city real estate manager shall be authorized to convey property to a selected adjacent property owner, without necessity of competitive bidding, for approval by the city council with one reading, which reading shall be final."

BE IT FURTHER RESOLVED, that subject to the Ordinance, the City of Memphis Real Estate Department shall prepare and arrange for the execution of the quit claim deed, and any other documents incidental to the completion of the transfer, and the Mayor of the City of Memphis is hereby authorized to execute said deeds or any other documents necessary to complete the sale and conveyance.



A resolution to transfer and appropriate \$65,000 in GO Bond funding for safety improvements at the intersection of Sam Cooper at East Parkway.

WHEREAS, the Council of the City of Memphis previously allocated \$750,000 in GO Bond funding for the Traffic Safety Development Cover Line, Project Number EN23400; and

WHEREAS, This funding is to be used at the discretion of the various members of the City Council to implement traffic safety improvements where they deem necessary; and

WHEREAS, The intersection of Sam Cooper at East Parkway has been identified as a candidate for traffic safety improvements due to a recent fatal accident; and

WHEREAS, it is necessary to transfer an allocation of \$65,000 funded by G.O. Bonds – from the Traffic Safety Development Cover Line, Project Number EN23400 to Traffic Signals (FY23), Project Number EN01112; and

WHEREAS, it is necessary to appropriate \$65,000 funded by G.O. Bonds in Traffic Signals (FY23), Project Number EN01112 as follows to expedite the safety improvements at the intersection of Sam Cooper at East Parkway:

Contract Construction \$65,000

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring an allocation of \$65,000 funded by G.O. Bonds from the Traffic Safety Development Cover Line, Project Number EN23400 to Traffic Signals (FY23), Project Number EN01112.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$65,000.00 funded by G.O. Bonds and chargeable to the Fiscal Year 2023 Capital Improvement Budget and credited as follows:

Project Title:	Traffic Signals (FY23)
Project Number:	EN01112
Total Amount:	\$65,000.00

Sponsor: Ford Canale